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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 14, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on May 7, 2013

AWARDS AND PROCLAMATIONS

- Proclamations:

Community Action Month
Law Enforcement Memorial Day
Motorcycle Awareness Month
- Awards:

MiniMPA Graduate Certificates

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

II. CONSENT AGENDAS ITEMS 1 THROUGH 20)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Presentation - 2013 Visioneering Annual Report.

RECOMMENDED ACTION: Receive and file.

2. Public Hearing and Approval of Acquisition Financing of Via Christi Health System, Inc. by Ascension Health, Correction to Bond Indenture and IRB Purchase Option. (Districts II, III, V and VI)

RECOMMENDED ACTION: Close the public hearing, approve the issuance of the Wisconsin Health and Education Facilities Authority bonds in an amount not to exceed \$888,000,000, approve first reading of the Ordinance authorizing the amendment to the Series IV-A, 2011 Trust Indenture and adopt the Resolutions authorizing the execution of documents for the deedback Via Christi's IRB-financed facilities.

- 2a. Approval of the Issuance of Kansas Development Finance Authority Revenue Bonds – Wichita State University Union Corporation Housing Project. (District I)

RECOMMENDED ACTION: Approve the issuance of Private Activity Revenue Bonds by the Kansas Development Finance Authority to finance the proposed Wichita State University housing project.

3. HUD Consolidated Plan/Fifth Program Year Action Plan, 2013-2014.

RECOMMENDED ACTION: Close the public hearing and authorize submission of the 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Funds to the U.S. Department of Housing and Urban Development (HUD), and authorize the release of Requests for Proposals, necessary signatures, agreements and contracts.

4. Quarterly Financial Report for the Quarter Ended March 31, 2013.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended March 31, 2013.

5. Kansas Department of Health and Environment Consent Order CASE NO. 13-E-1 BOW.

RECOMMENDED ACTION: Approve the Consent Order CASE NO. 13-E-1 BOW and authorize the City Manager to sign the order; approve the CH2M Hill Phase 2 Risk Assessment Contract and authorize the necessary signatures; and, authorize payment for compensatory damages to the State of Kansas in the amount of \$243,195.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated May 13, 2013.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Kim Huynh	Kim Son Asian Market**	960 East Pawnee
<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Tammy T. Quach	Phamily Express***	1203 East Pawnee
Phillip L Near	Jump Start Store #1***	1535 East Pawnee

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Supplemental Agreement No. 3 - 13th Street Improvements, Hydraulic to Oliver. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

5. Change Orders:

- a. Change Order No. 1 - Sanitary Sewer to Serve Emerald Bay Estates Second Addition. (District VI)
b. Change Order No. 10 - 13th Street Improvements, Hydraulic to Oliver. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

6. Property Acquisitions:

- a. Partial Acquisition of 2920 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- b. Partial Acquisition of 2904 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- c. Partial Acquisition of 2860 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- d. Partial Acquisition of 2835 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)
- e. Partial Acquisition of 2625 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- f. Partial Acquisition of 2742 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- g. Partial Acquisition of 2915 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- h. Partial Acquisition of 2815 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Design Council, February 20, 2012
Design Council, March 11, 2012

RECOMMENDED ACTION: Receive and file.

8. Contracts and Agreements for April 2013.

RECOMMENDED ACTION: Receive and file.

9. Catering and Concession for Century II.

RECOMMENDED ACTION: Approve the contract with Premier Food Service, Inc. for one (1) year with an option to renew for four (4) additional one (1) year terms, and authorize the necessary signatures.

10. Workers Compensation MRI Imaging Services.

RECOMMENDED ACTION: Approve the contract with Heartland Open MRI, LLC, dba Allied Medical Imaging for one (1) year, followed by four (4) additional one-year options to renew, and authorize the necessary signatures.

11. Pipeline Relocation on Kellogg from 119th to 151st Streets West. (~~District V~~) (*District IV*)

RECOMMENDED ACTION: Approve the increased expenditure in compliance with the approved contract.

12. Improvements to 135th Street West from Kellogg to Onewood. (District IV)

RECOMMENDED ACTION: Approve the revised budget and authorize the necessary signatures. State and Federal funding administered through the KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

13. Amendment of Contract for Labor Negotiation Consultant Legal Services.

RECOMMENDED ACTION: Approve the amendment to the contract and authorize the Mayor to sign.

14. Supplemental Agreement No. 4 for East Kellogg, Cypress to 127th Street East. (District II)

RECOMMENDED ACTION: Approve Supplemental Agreement No. 4 and authorize the necessary signatures. State and Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

15. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$35,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

16. Second Reading Ordinances: (First Read May 7, 2013)

a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. *SUB2013-00007 -- Plat of Absolute Natural Stone Addition located on the south side of Kellogg, west of 127th Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

18. *Midwest Corporate Aviation, Inc. - T-Hangar Lease Supplemental Agreement No. 1 - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

19. *Midwest Corporate Aviation, Inc. - Supplemental Agreement No. 2, 3510 Jabara Road - Fourth Amendment, 3560 Jabara Road - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and Fourth Amendment and authorize the necessary signatures.

20. **WAA Report of Board of Bids and Contracts dated May 13, 2013.*

RECOMMENDED ACTION: Receive and file report, approve the contracts, and authorize the necessary signatures.

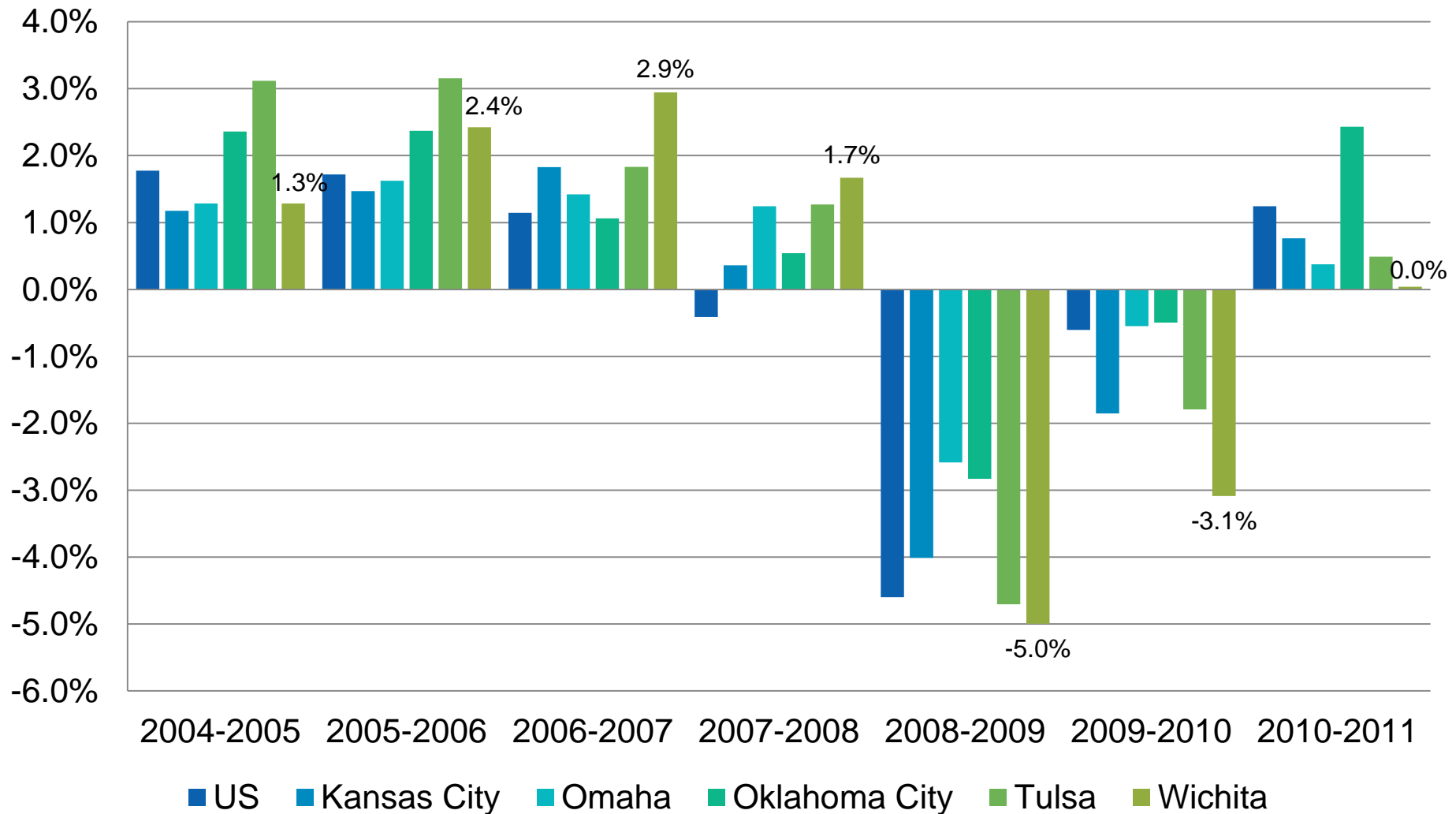


visioneering

BENCHMARK UPDATE
March 2013

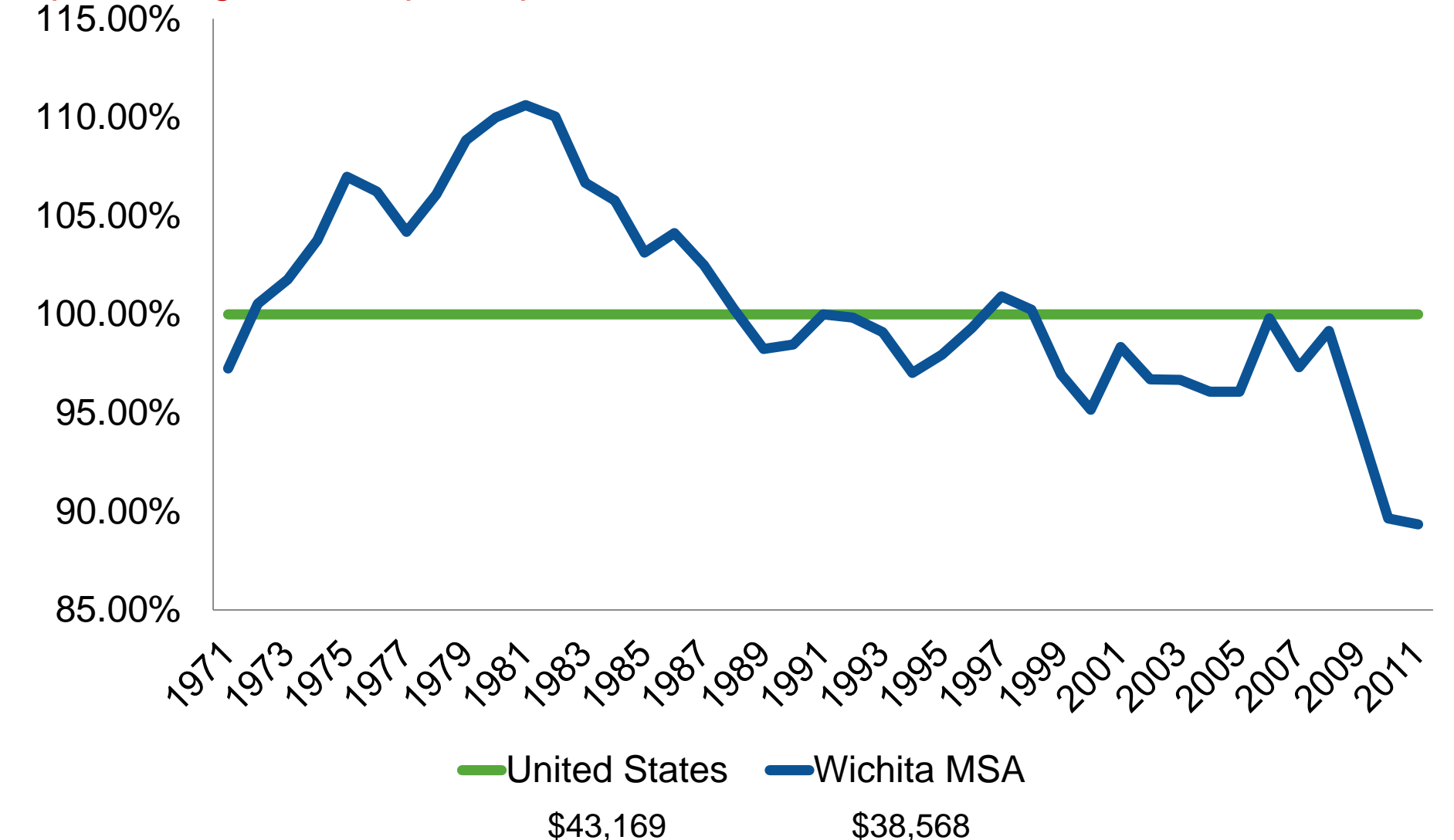
Job Growth

Exceed the highest of the annual percentage job growth rate of the U.S., Omaha, Tulsa, Kansas City and Oklahoma City.



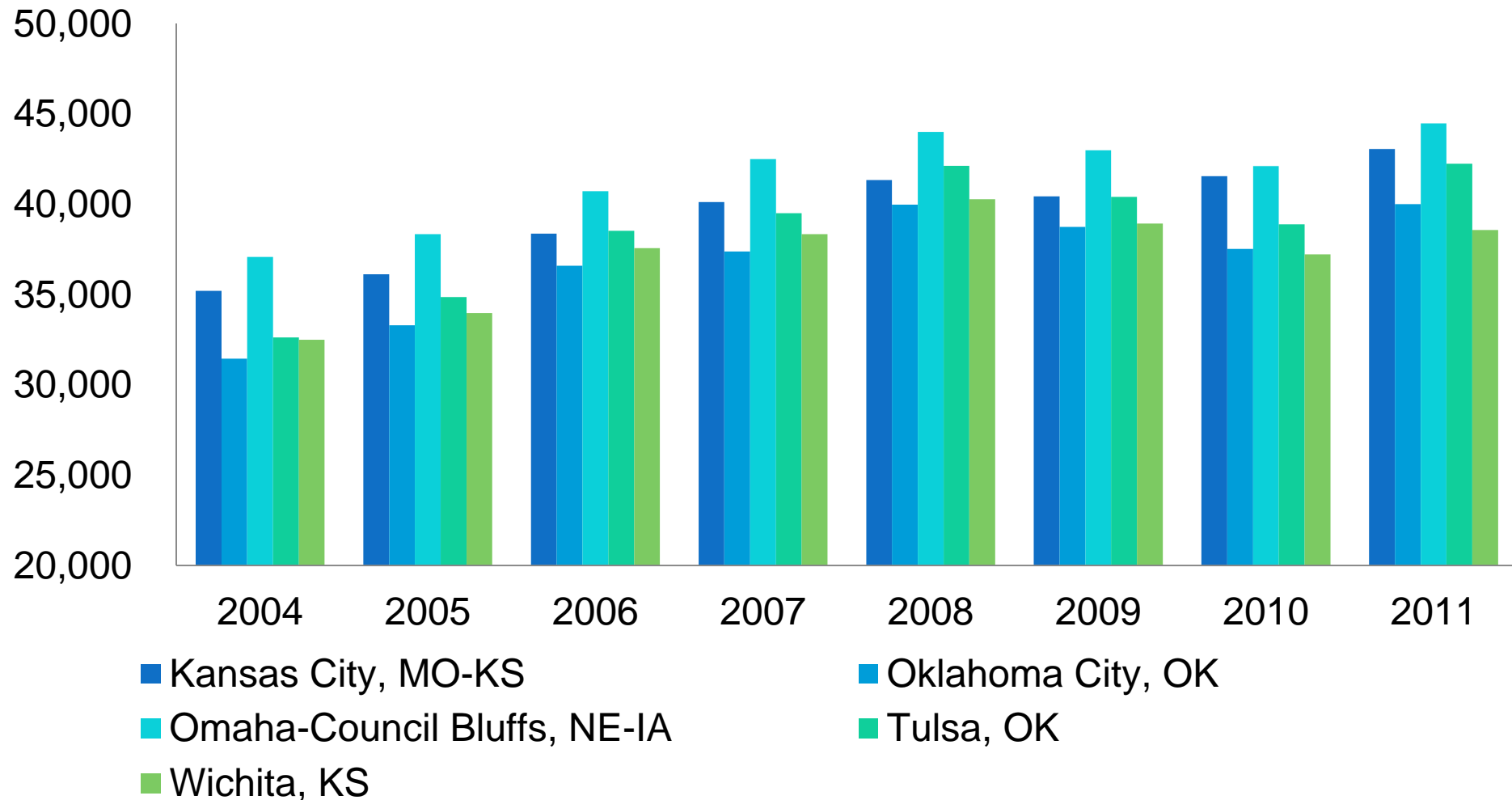
Per Capita Personal Income

Stop the 21-year decline of Wichita MSA per capita income as a percentage of U.S. per capita income before 2024.



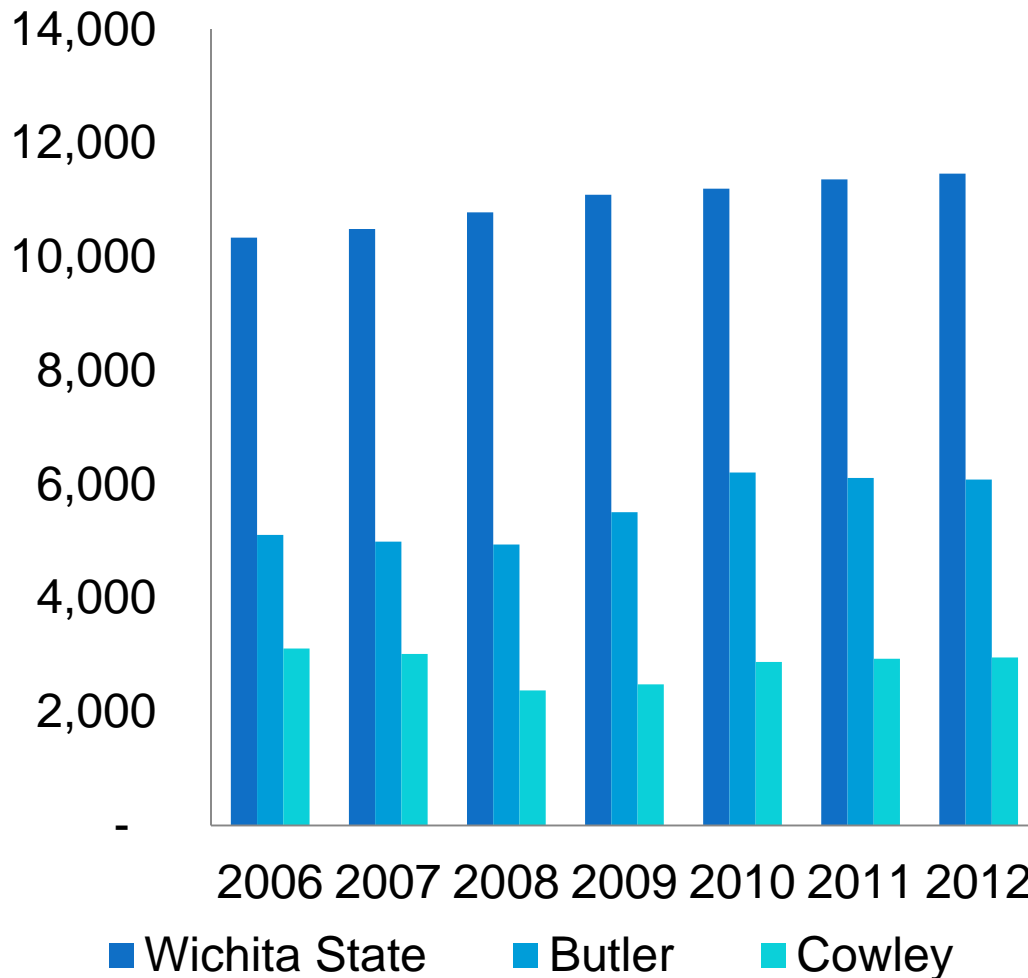
Per Capita Personal Income

By 2024 exceed the annual average per capita income of Omaha, Tulsa, Kansas City and Oklahoma City metropolitan areas.



Education

Increase the number of post-secondary students 3% per year.

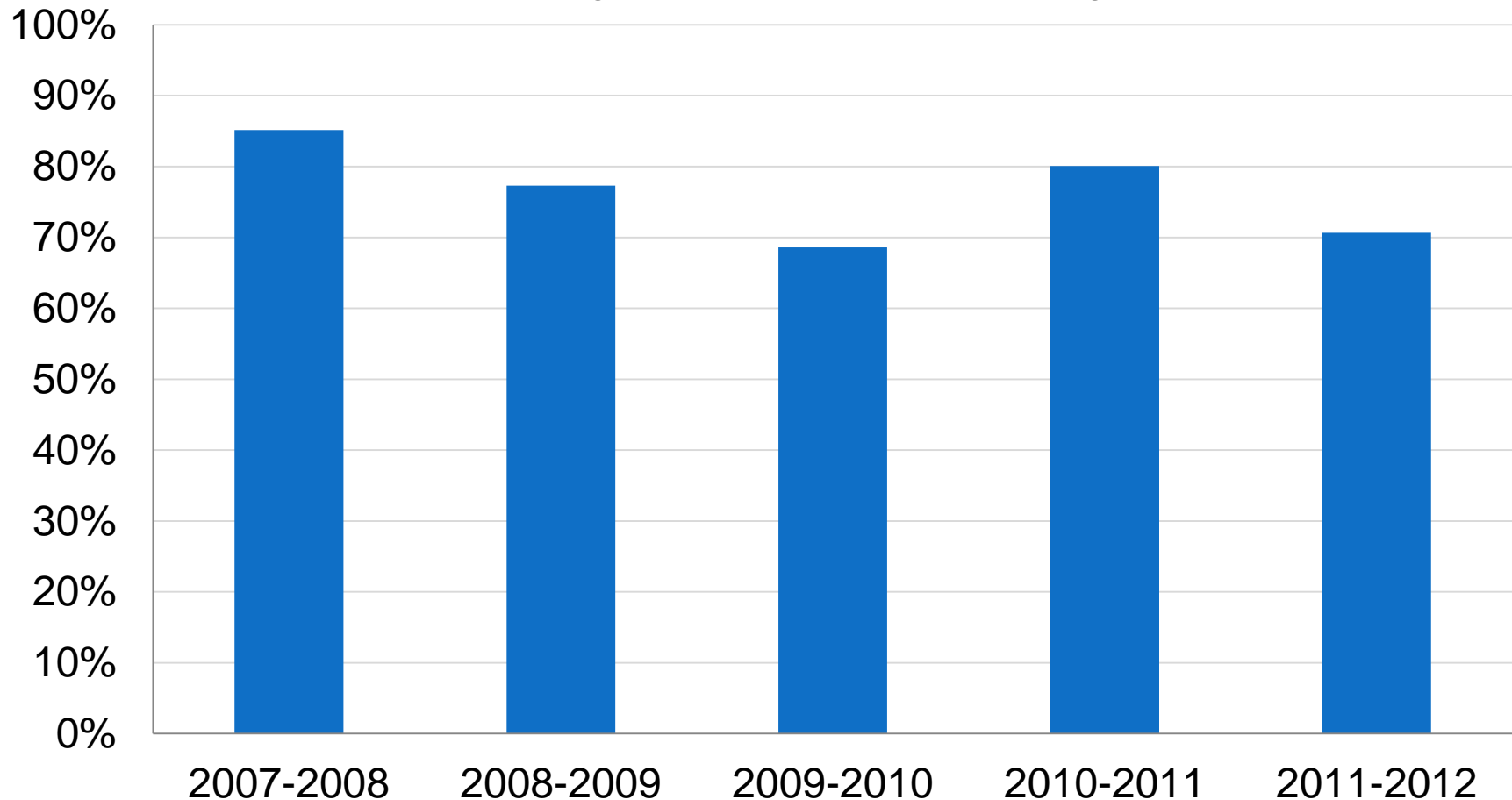


	Wichita State	Butler	Cowley
2007	1.5%	-2.4%	-3.0%
2008	2.8%	-1.0%	-21.3%
2009	2.9%	11.5%	4.4%
2010	1.0%	12.7%	15.9%
2011	1.4%	-1.6%	2.0%
2012	0.9%	-0.5%	0.8%

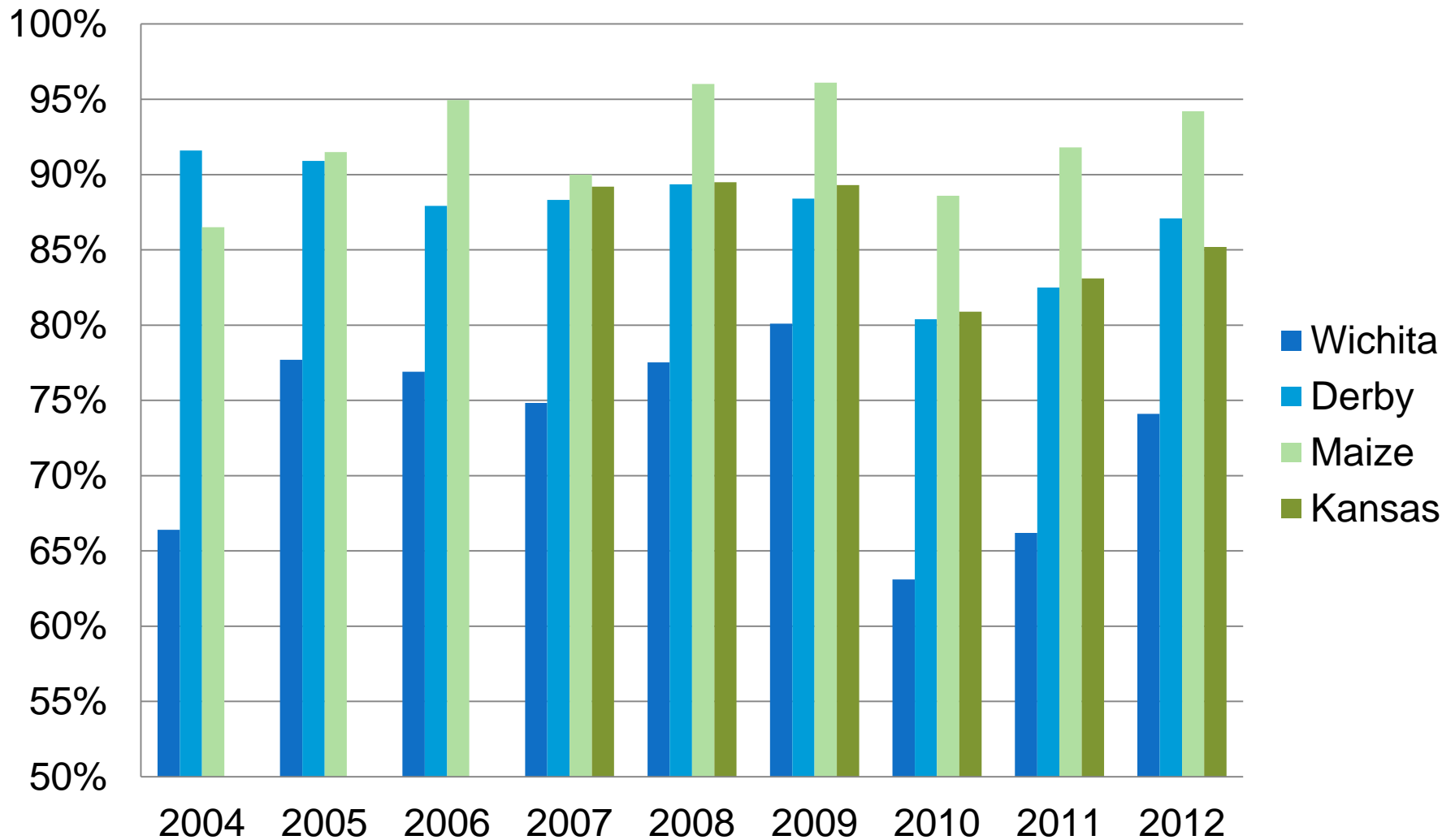
Education

All schools and districts meet the Kansas Adequate Yearly Progress Plan (AYP) each year.

Percent of Buildings in the Wichita MSA Meeting AYP Requirements



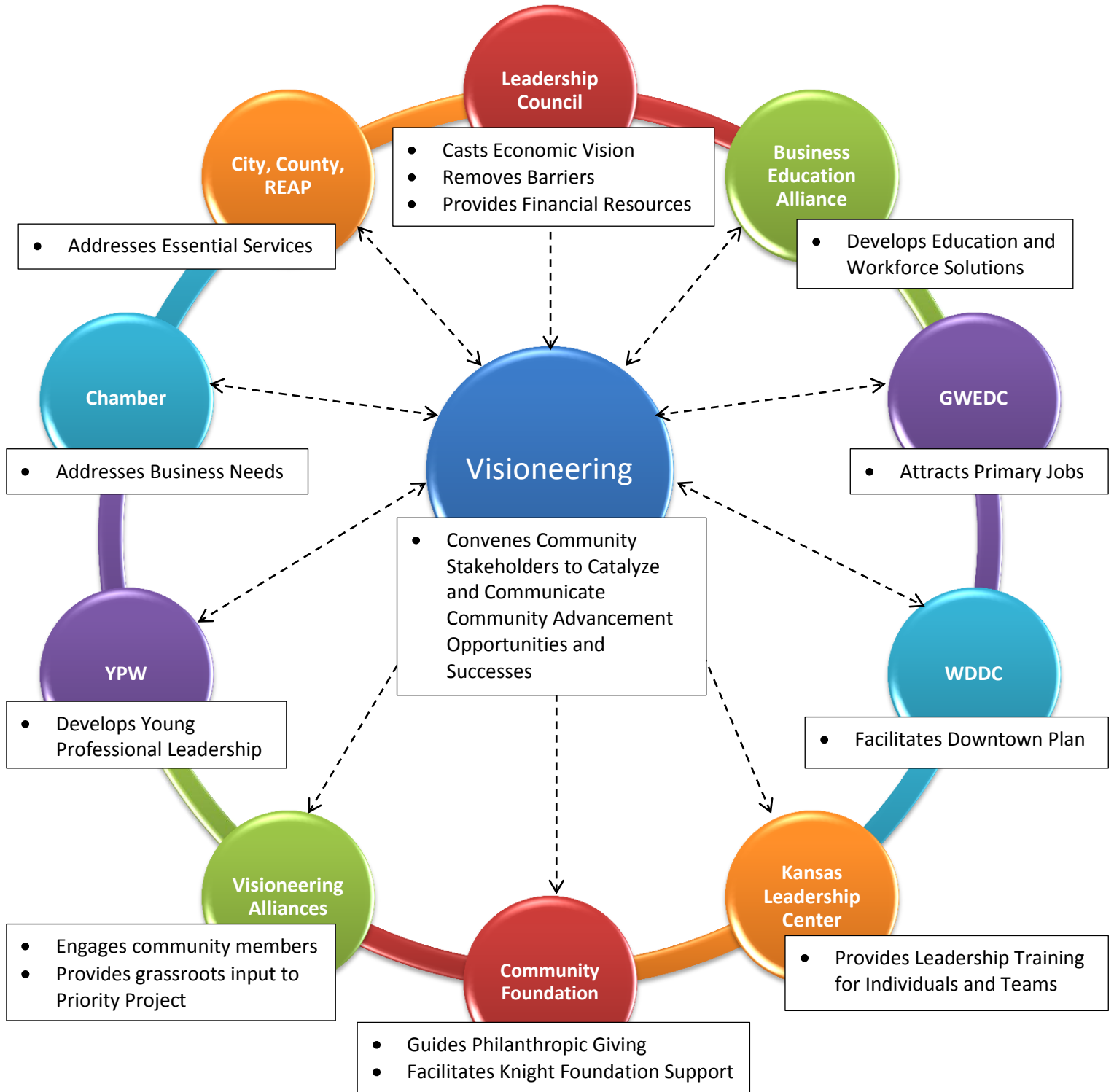
Education – Graduation Rate



Visioneering

Community Stakeholder Map

C

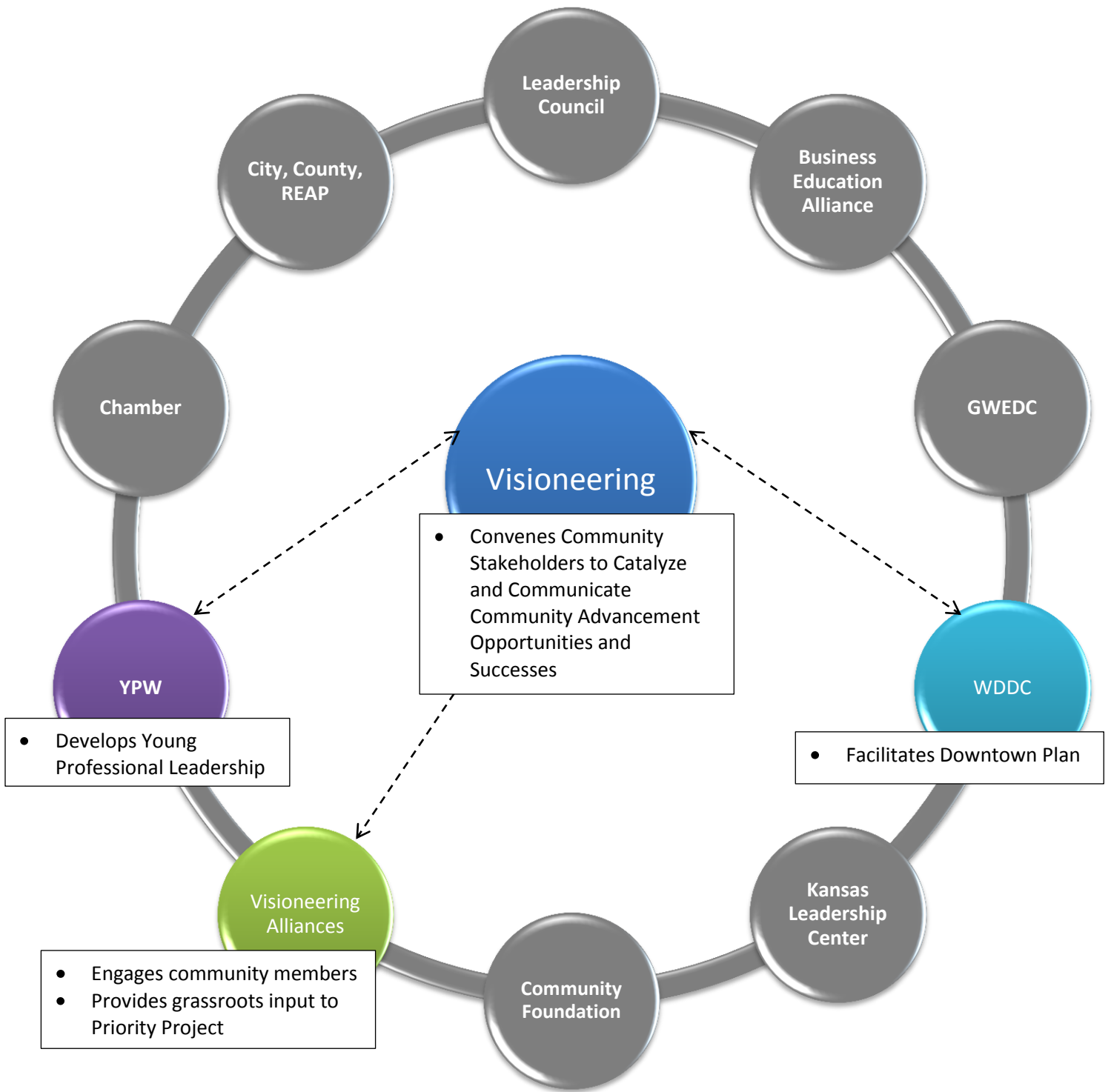


Stakeholder Focus:

- Economic Development
- Education
- Quality of Life
- Government
- Infrastructure
- Private Sector Leadership

Visioneering

Priority Project Stakeholder Map

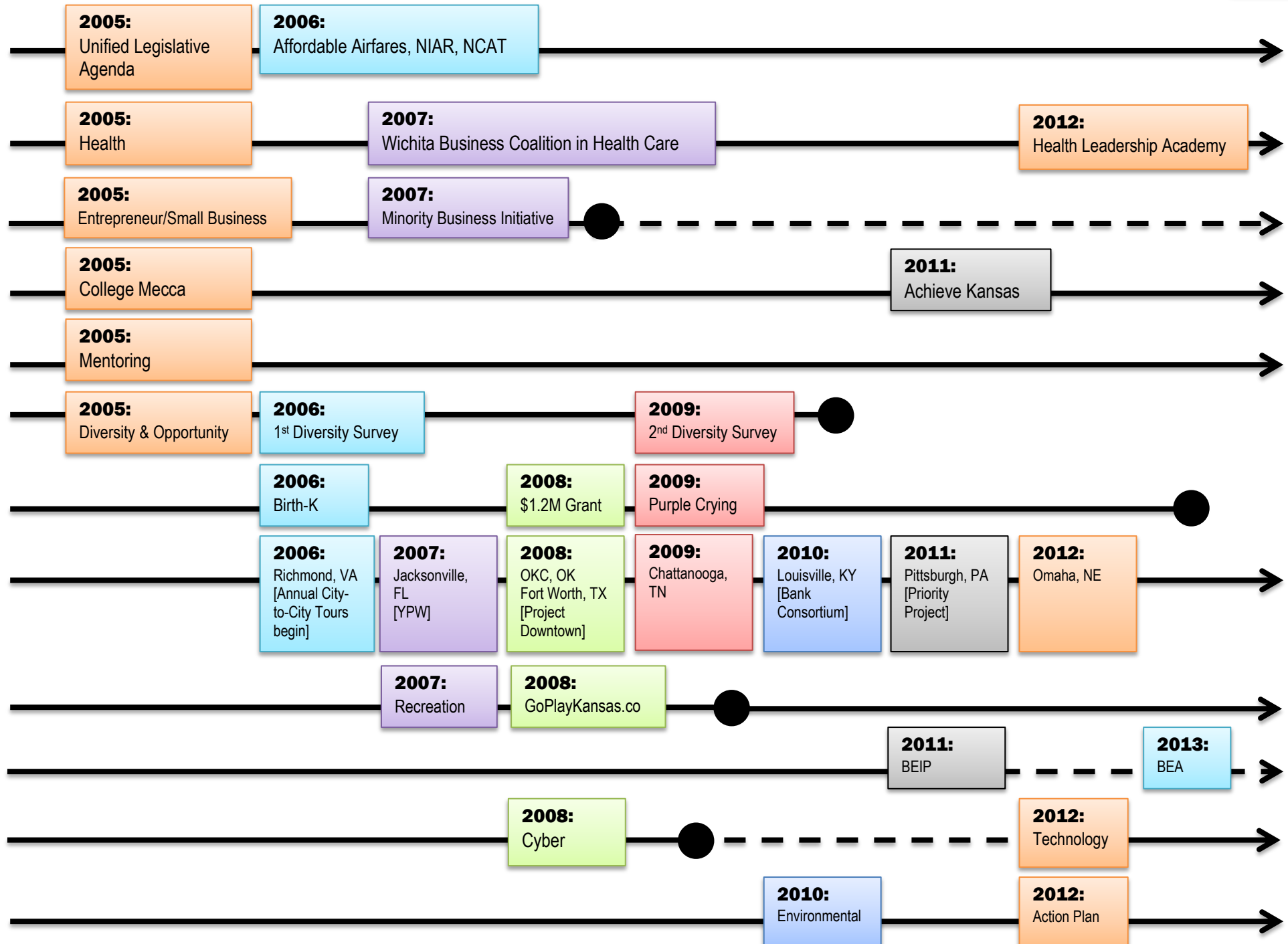


Stakeholder Focus:

- Economic Development • Education • Quality of Life • Government • Infrastructure • Private Sector Leadership •

Visioneering: Convener, Catalyst, Communicator

A



City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing and Approval of Acquisition Financing of Via Christi Health System, Inc. by Ascension Health, Correction to Bond Indenture and IRB Purchase Option (Districts II, III, V and VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, approve issuance of the Wisconsin Health and Education Facilities Authority bonds, approve first reading of the ordinance authorizing the amendment to the 2011 Industrial Revenue Bond trust indenture and adopt the resolution authorizing the execution of documents for the deedback of Via Christi's IRB-financed facilities.

Background: On April 1, 2013, Ascension Health ("Ascension") acquired 100% ownership of Via Christi Health System ("VCHS"). Prior to the acquisition, Ascension shared ownership of VCHS with Marian Health ("Marian"), each owning 50%. Ascension is acquiring multiple facilities from Marian in Kansas, Oklahoma and Wisconsin and intends to refinance all of the outstanding debt from those facilities.

As part of the refinancing, VCHS is requesting approval of the issuance of revenue bonds for Ascension by the Wisconsin Health and Educational Facilities Authority ("WHEFA"), the correction of an error in the Series IV-A, 2011 bond indenture and the approval of the exercise of its purchase option for all of the facilities financed by City of Wichita Industrial Revenue Bonds.

Analysis: Via Christi Health System, Inc. was formed in 1995 through the consolidation of the St. Francis Ministry Corporation of the Sisters of Sorrowful Mothers and the CSJ Health System of Wichita of the Sisters of St. Joseph of Wichita. During that same period, St. Francis Regional Medical Center and St. Joseph Medical Center were consolidated to form Via Christi Regional Medical Center. Via Christi Health System headquarters is located in Wichita at 8200 East Thorn Drive. Via Christi Health System, Inc. operates and manages seven hospitals, a rehabilitation center, eleven senior care facilities and multiple physician practices in three states. In addition to St. Francis and St. Joseph hospitals in Wichita, Via Christi owns the Via Christi Rehabilitation hospital on North Rock Road, the St. Teresa hospital on West 21st Street and the McLean Village, Georgetown and Cornerstone retirement communities.

Ascension Acquisition

Since 1997, the Wichita City Council has issued Hospital Facility Revenue Bonds for Via Christi Health System, Inc. for improvements to existing facilities and construction of new ones. As part of the acquisition of VCHS, Ascension intends to refinance all outstanding VCHS bonds, in addition to bonds issued on behalf of other Marian facilities, through WHEFA. Ascension gains economies of scale by refunding a large number of bond issues through one authority. The refunding will be treated as a new money issue since VCHS is being acquired by a "new" entity. WHEFA is requesting approval from the City Council for the issuance of bonds in an amount not-to-exceed \$888,000,000, approximately

\$444,000,000 of which are to be used to redeem, or defease, all outstanding City of Wichita bonds issued to finance the Wichita facilities.

Correction of 2011 IRB Trust Indenture

Included among the Wichita bonds being refinanced are the Series IV-A, 2011 Hospital Facility Revenue Bonds. Bond Counsel for that issue has confirmed that a drafting error exists in the Bond Indenture relating to the redemption of bonds and has deemed it is necessary to correct the Bond Indenture in order for the refinancing of the bonds to proceed as planned. The redemption provision in the indenture needs to be modified to allow for the early redemption of bonds maturing in 2022, *or any time thereafter*. It currently allows for the early redemption of bonds maturing only in 2022 and not for bonds maturing later. By correcting this error through the attached amendment to the Bond Indenture, the Series IV-A, 2011 bonds can be defeased by proceeds of the WHEFA bonds until their first call date in 2021 and then redeemed.

Purchase Option

The City has received written notice that VCHS is exercising its purchase option of all property financed by City of Wichita IRBs. Under the terms of the Lease Agreement for each outstanding bond issue, the City is required to re-convey the IRB-financed property to the VCHS, once the purchase price and other considerations as listed under the provisions of the Lease Agreement have been paid, including the payment or defeasance of all outstanding bonds. The attached resolutions authorize the execution of conveyance documents for each of the IRB-financed facilities, including a Bill of Sale, Special Warranty Deed, Termination and Release of Lease, Termination and Release of Sublease, Termination and Release of Guaranties and Satisfaction and Release of Trust Indenture. These executed documents will be held by the Law Department and released for recordation upon the closing of the WHEFA bonds.

Financial Considerations: The purchase price of \$1,000 per bond issue and other considerations as listed under the provision of the Lease Agreement and Indenture to redeem, retire or defease all outstanding bonds has been received from the company. There are no costs to the City associated with the issuance of the WHEFA bonds.

Legal Considerations: The City is contractually bound to convey the IRB-financed property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease and Indenture have been met. The law firm of Triplett, Woolf & Garretson, LLC has prepared the documents required for this item on behalf of Via Christi as Tenant. The documents have been approved as to the form by the Law Department.

The public hearing held in conjunction with this item complies with the Tax Equity and Fiscal Responsibility Act (“TEFRA”) hearing requirement in the federal tax code for issuance of tax-exempt bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing, approve the issuance of the Wisconsin Health and Education Facilities Authority bonds in an amount not to exceed \$888,000,000, approve first reading of the Ordinance authorizing the amendment to the Series IV-A, 2011 Trust Indenture and adopt the Resolution authorizing the execution of documents for the deedback Via Christi’s IRB-financed facilities.

Attachments: Ordinance (Correcting Bond Indenture)
Resolution (Authorizing Sale of McLean Village facilities)
Resolution (Authorizing Sale of VCHS facilities)

Via Christi IRB – Ascension Purchase

May 14, 2013

Page 3

Resolution (Approving TEFRA)

(Published in *The Wichita Eagle*, May 24, 2013)

ORDINANCE NO. 49-498

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO EXECUTE A FIRST SUPPLEMENTAL AND CORRECTIVE BOND INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS BOND TRUSTEE.

WHEREAS, the City of Wichita, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for hospital purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities, as well as to refund any such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer has previously issued certain Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-A, 2011 (Via Christi Health, Inc.), pursuant to a certain Bond Indenture, dated as of September 15, 2011, (the “Bond Indenture”) by and between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Bond Trustee”); and

WHEREAS, the Issuer finds and determines that it is necessary and desirable to correct the Bond Indenture to cure a scrivener’s error and formal defect or omission therein, pursuant to Section 1401(A) of the Bond Indenture.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Bond Indenture.

Section 2. Authorization and Execution of the First Supplemental and Corrective Bond Indenture. The Issuer is hereby authorized to enter into and deliver the First Supplemental and Corrective Bond Indenture and the Mayor or Vice Mayor of the Issuer are hereby authorized and directed to execute the First Supplemental and Corrective Bond Indenture for and on behalf of and as the act and deed of the Issuer in substantially the form presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the purposes and intent of this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the First Supplemental and Corrective Bond Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and give effect to the intent of this Ordinance.

Section 3. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the First Supplemental and Corrective Bond Indenture.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body and the publication of this Ordinance, or a duly qualified and certified summary thereof, once in the official newspaper of the Issuer.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas this
21th day of May, 2013.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

RESOLUTION NO. 13-078

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

\$75,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES III-A, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$115,880,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES IV-A, 2011
(VIA CHRISTI HEALTH, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES III-B-1, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES IV-B, 2011
(VIA CHRISTI HEALTH, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES III-B-2, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$28,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES IV-C, 2011
(VIA CHRISTI HEALTH, INC.)

\$88,110,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
REVENUE BONDS
SERIES X, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

RESOLUTION NO. 13-078

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE TERMINATION OF CERTAIN LEASES AND SUBLEASES OF REAL PROPERTY BY AND BETWEEN THE CITY AND CERTAIN SUBSIDIARIES OF VIA CHRISTI HEALTH, INC. MADE IN CONNECTION WITH CERTAIN REVENUE BONDS OF THE CITY; AND AUTHORIZING THE RELEASE AND DISCHARGE OF TRUST INDENTURES BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. MADE IN CONNECTION WITH SAID BONDS.

WHEREAS, the City of Wichita, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the “Issuer”); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.*, as amended, and K.S.A. 10-116a (collectively, the “Act”) to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities and to refund any such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer has previously issued its (i) Hospital Facilities Refunding and Improvement Revenue Bonds, Series III-A, 2009 (Via Christi Health System, Inc.), Hospital Facilities Variable Rate Revenue Bonds, Series III-B-1, 2009 (Via Christi Health System, Inc.), and Hospital Facilities Variable Rate Revenue Bonds, Series III-B-2, 2009 (Via Christi Health System, Inc.) (collectively, the “Series III, 2009 Bonds”), (ii) Hospital Facilities Refunding Revenue Bonds, Series X, 2009 (Via Christi Health System, Inc.) (the “Series X, 2009 Bonds”), and (iii) Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-A, 2011 (Via Christi Health, Inc.), Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-B, 2011 (Via Christi Health, Inc.), and Hospital Facilities Variable Rate Revenue Bonds, Series IV-C, 2011 (Via Christi Health, Inc.) (collectively, the “2011 Bonds”); and

WHEREAS, in connection with the Series III, 2009 Bonds, Series X, 2009 Bonds, and 2011 Bonds (collectively, the “Bonds”) and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in certain hospital and health care facilities constituting Via Christi Hospitals Wichita, Inc. campuses located at 929 N. St. Francis, 3600 E. Harry, and 707 N. Emporia, Wichita, Kansas (the “Wichita Facilities”), pursuant to a Restated and Amended Lease, dated as of February 1, 1992, by and between the Via Christi Hospitals Wichita, Inc. and the Issuer, as supplemented and amended by a First Supplemental Restated and Amended Lease, dated as of October 1, 1999, a Second Supplemental Restated and Amended Lease, dated as of May 1, 2001, a Third Supplemental Restated and Amended Lease, dated as of August 15, 2004, and a Fourth Supplemental Restated and Amended Lease, dated as of September 15, 2011 (collectively, the “Wichita Lease”); and

WHEREAS, the Issuer has subleased the Wichita Facilities to Via Christi Hospitals Wichita, Inc. pursuant to a Sublease, dated as of February 1, 1992, as supplemented and amended by a First Supplemental Sublease, dated as of October 1, 1999, a Second Supplemental Sublease, dated as of May 1, 2001, a Third Supplemental Sublease, dated as of August 15, 2004, a Fourth Supplemental Hospital Sublease, dated as of September 15, 2009, a Fifth Supplemental Hospital Sublease, dated as of December 15, 2009, and a Sixth Supplemental Hospital Sublease, dated as of September 15, 2011 (collectively, the “Wichita Sublease”); and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in that certain hospital facility operated by Via Christi Hospital Wichita St. Teresa, Inc. located at 14800 W. St. Teresa St., just to the west of the City’s existing corporate limits (the “West Wichita Facility”), pursuant to a Lease Agreement, dated as of September 15, 2009, by and between Via Christi Hospitals Wichita, Inc. and the Issuer (the “West Wichita Lease”), and all of the right, title, and interest of Via Christi Hospitals Wichita, Inc. in said West Wichita Lease was assigned to Via Christi Hospital Wichita St. Teresa, Inc. pursuant to an Assignment of West Hospital Lease, dated July 22, 2010 and recorded with the Sedgwick County Register of Deeds on July 30, 2010 at DOC.#/FLM-PG: 29158022; and

WHEREAS, the Issuer subleased the West Wichita Facility to Via Christi Hospitals Wichita, Inc. pursuant to a Sublease, dated as of September 15, 2009, (the “West Wichita Sublease”), and all of the right, title, and interest of Via Christi Hospitals Wichita, Inc. in said West Wichita Sublease was assigned to Via Christi Hospital Wichita St. Teresa, Inc. pursuant to an Assignment of West Hospital Sublease, dated July 22, 2010; and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in that certain rehabilitation facility operated by Via Christi Rehabilitation Center, Inc. located at 1151 N. Rock Road, Wichita, Kansas (the “Rehabilitation Facility”), pursuant to a Lease, dated as of October 1, 1999, by and between Via Christi Rehabilitation Hospital, Inc. and the Issuer (the “Rehabilitation Lease”); and

WHEREAS, the Issuer has subleased the Rehabilitation Facility to Via Christi Rehabilitation Hospital, Inc. pursuant to a Sublease, dated as of October 1, 1999, as supplemented and amended by a First Supplemental Rehabilitation Hospital Sublease, dated as of December 15, 2009 (collectively, the “Rehabilitation Sublease”); and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in certain hospital facilities operated by Via Christi Hospital Pittsburg, Inc. located at 1 Mt. Carmel Way, Pittsburg, Kansas (the “Pittsburg Facility”), pursuant to a Lease, dated as of October 1, 1999, by and between Via Christi Hospital Pittsburg, Inc. and the Issuer, as supplemented and amended by a First Supplemental Lease, dated as of May 1, 2001, and a Second Supplemental Lease, dated as of September 15, 2011 (collectively, the “Pittsburg Lease”); and

WHEREAS, the Issuer has subleased the Pittsburg Facility to Via Christi Hospital Pittsburg, Inc. pursuant to a Sublease, dated as of October 1, 1999, as supplemented and amended by a First Supplemental Sublease, dated as of May 1, 2001, a Second Supplemental Sublease, dated as of December 15, 2009, and a Third Supplemental Sublease, dated as of September 15, 2011 (collectively, the “Pittsburg Sublease”); and

WHEREAS, the Series III, 2009 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of September 15, 2009 (the “Series III, 2009 Bond Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the “Bond Trustee”); and

WHEREAS, the Series X, 2009 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of December 15, 2009 (the “Series X, 2009 Bond Indenture”) by and between the Issuer and the Bond Trustee; and

WHEREAS, the 2011 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of September 15, 2011 (the “2011 Bond Indenture”) by and between the Issuer and the Bond Trustee; and

WHEREAS, Ascension Health Alliance intends to deposit funds or other government securities on June 12, 2013 or as soon thereafter as practicable (the “Termination Date”) with the Bond Trustee, or other qualified escrow agent, as necessary, to provide for payment of the principal of, interest, and premium, if any, on the Bonds, so as to completely defease the Bonds through and including their first available redemption dates; and

WHEREAS, the provisions of the Wichita Lease, West Wichita Lease, Rehabilitation Lease, and Pittsburg Lease (collectively, the “Leases”) provide for the termination of said Leases upon the proper exercise of the appropriate corporation’s right to terminate and the payment to the Bond Trustee of the full amount necessary and incidental to the retirement and defeasance of the outstanding Bonds; and

WHEREAS, the provisions of the Wichita Sublease, West Wichita Sublease, Rehabilitation Sublease, and Pittsburg Sublease (collectively, the “Subleases”) provide for the termination of said Subleases upon the proper exercise of the appropriate corporation’s right to terminate and the payment to the Bond Trustee of the full amount necessary and incidental to the retirement and defeasance of the outstanding Bonds, plus the payment to the Issuer of certain termination fees; and

WHEREAS, the Via Christi Hospitals Wichita, Inc., Via Christi Hospital Wichita St. Teresa, Inc., Via Christi Rehabilitation Hospital, Inc., and Via Christi Hospital Pittsburg, Inc. have each provided notice to the Issuer and Bond Trustee of their respective elections to terminate the Leases and Subleases on or about the Termination Date; and

WHEREAS, the Issuer finds it necessary to authorize the (1) termination and release of all leases, (2) termination and release of all subleases, and (3) satisfaction, release, and discharge of the

Series III, 2009 Bond Indenture, Series X, 2009 Bond Indenture, and 2011 Bond Indenture (collectively, the “Bond Indentures”).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Leases, Subleases, and Bond Indentures.

Section 2. Authorization of Lease Terminations. The Issuer is hereby authorized to execute and deliver (i) a Termination and Release of Wichita Lease, by and between Via Christi Hospitals Wichita, Inc., the Issuer and the Bond Trustee, (ii) a Termination and Release of West Wichita Lease, by and between Via Christi Hospital Wichita St. Teresa, Inc., the Issuer and the Bond Trustee, (iii) a Termination and Release of Rehabilitation Lease, by and between Via Christi Rehabilitation Hospital, Inc., the Issuer and the Bond Trustee, and (iv) a Termination and Release of Pittsburg Lease, by and between Via Christi Hospital Pittsburg, Inc., the Issuer and the Bond Trustee (collectively, the “Lease Terminations”), all upon satisfaction of the conditions contained in the Leases and set forth in Section 8 hereof, and in substantially the same form as the Lease Terminations before the governing body on this date.

Section 3. Authorization of Sublease Terminations. The Issuer is hereby authorized to execute and deliver (i) a Termination and Release of Wichita Sublease, by and between Via Christi Hospitals Wichita, Inc., the Issuer and the Bond Trustee, (ii) a Termination and Release of West Wichita Sublease, by and between Via Christi Hospital Wichita St. Teresa, Inc., the Issuer and the Bond Trustee, (iii) a Termination and Release of Rehabilitation Sublease, by and between Via Christi Rehabilitation Hospital, Inc., the Issuer and the Bond Trustee, and (iv) a Termination and Release of Pittsburg Sublease, by and between Via Christi Hospital Pittsburg, Inc., the Issuer and the Bond Trustee (collectively, the “Sublease Terminations”), all upon satisfaction of the conditions contained in the Subleases and set forth in Section 8 hereof, and in substantially the same form as the Sublease Terminations before the governing body on this date.

Section 4. Authorization of Bond Indenture Releases. The Issuer is hereby authorized to execute and deliver (i) a Satisfaction, Release and Discharge of Series III, 2009 Bond Indenture, by and between the Issuer and the Bond Trustee, (ii) a Satisfaction, Release and Discharge of Series X, 2009 Bond Indenture, by and between the Issuer and the Bond Trustee, (iii) a Satisfaction, Release and Discharge of 2011 Bond Indenture, by and between the Issuer and the Bond Trustee (collectively, the “Bond Indenture Releases”), all upon satisfaction of the conditions contained in the Lease and Subleases and set forth in Section 8 hereof, and in substantially the same form as the Bond Indenture Releases before the governing body on this date.

Section 5. Execution of Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Lease Terminations, Sublease Terminations, and Bond Indenture Releases for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his execution thereof, and such other

documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Lease Terminations, Sublease Terminations, and Bond Indenture Releases, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Delivery of Documents. The Lease Terminations, Sublease Terminations, and Bond Indenture Releases shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer or by arrangement through escrow or appropriate title company concurrently upon the satisfaction of the requirements set forth in the Leases and Subleases and in Section 8 of this Resolution.

Section 7. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Lease Terminations, Sublease Terminations, and Bond Indenture Releases, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 8. Conditions of Release. The authorizations of the Issuer granted herein are expressly conditioned upon receipt by the Issuer of all termination fees to which it is entitled set forth in the Subleases and the provision of payment for, and defeasance of, the outstanding Bonds in accordance with their terms. Issuer acknowledges proper notice of termination or otherwise waives any additional notice requirements under the Leases and Subleases.

Section 9. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 14th day of May, 2013.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

RESOLUTION NO. 13-079

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

\$75,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES III-A, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$115,880,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES IV-A, 2011
(VIA CHRISTI HEALTH, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES III-B-1, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES IV-B, 2011
(VIA CHRISTI HEALTH, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES III-B-2, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$28,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES IV-C, 2011
(VIA CHRISTI HEALTH, INC.)

\$88,110,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
REVENUE BONDS
SERIES X, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

RESOLUTION NO. 13-079

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE TERMINATION OF CERTAIN LEASES AND SUBLEASES OF REAL PROPERTY BY AND BETWEEN THE CITY AND CERTAIN SUBSIDIARIES OF VIA CHRISTI HEALTH, INC. MADE IN CONNECTION WITH CERTAIN REVENUE BONDS OF THE CITY; AND AUTHORIZING THE RELEASE AND DISCHARGE OF TRUST INDENTURES BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. MADE IN CONNECTION WITH SAID BONDS.

WHEREAS, the City of Wichita, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the “Issuer”); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.*, as amended, and K.S.A. 10-116a (collectively, the “Act”) to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities and to refund any such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer has previously issued its (i) Hospital Facilities Refunding and Improvement Revenue Bonds, Series III-A, 2009 (Via Christi Health System, Inc.), Hospital Facilities Variable Rate Revenue Bonds, Series III-B-1, 2009 (Via Christi Health System, Inc.), and Hospital Facilities Variable Rate Revenue Bonds, Series III-B-2, 2009 (Via Christi Health System, Inc.) (collectively, the “Series III, 2009 Bonds”), (ii) Hospital Facilities Refunding Revenue Bonds, Series X, 2009 (Via Christi Health System, Inc.) (the “Series X, 2009 Bonds”), and (iii) Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-A, 2011 (Via Christi Health, Inc.), Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-B, 2011 (Via Christi Health, Inc.), and Hospital Facilities Variable Rate Revenue Bonds, Series IV-C, 2011 (Via Christi Health, Inc.) (collectively, the “2011 Bonds”); and

WHEREAS, in connection with the Series III, 2009 Bonds, Series X, 2009 Bonds, and 2011 Bonds (collectively, the “Bonds”) and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in certain hospital and health care facilities constituting Via Christi Hospitals Wichita, Inc. campuses located at 929 N. St. Francis, 3600 E. Harry, and 707 N. Emporia, Wichita, Kansas (the “Wichita Facilities”), pursuant to a Restated and Amended Lease, dated as of February 1, 1992, by and between the Via Christi Hospitals Wichita, Inc. and the Issuer, as supplemented and amended by a First Supplemental Restated and Amended Lease, dated as of October 1, 1999, a Second Supplemental Restated and Amended Lease, dated as of May 1, 2001, a Third Supplemental Restated and Amended Lease, dated as of August 15, 2004, and a Fourth Supplemental Restated and Amended Lease, dated as of September 15, 2011 (collectively, the “Wichita Lease”); and

WHEREAS, the Issuer has subleased the Wichita Facilities to Via Christi Hospitals Wichita, Inc. pursuant to a Sublease, dated as of February 1, 1992, as supplemented and amended by a First Supplemental Sublease, dated as of October 1, 1999, a Second Supplemental Sublease, dated as of May 1, 2001, a Third Supplemental Sublease, dated as of August 15, 2004, a Fourth Supplemental Hospital Sublease, dated as of September 15, 2009, a Fifth Supplemental Hospital Sublease, dated as of December 15, 2009, and a Sixth Supplemental Hospital Sublease, dated as of September 15, 2011 (collectively, the “Wichita Sublease”); and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in that certain hospital facility operated by Via Christi Hospital Wichita St. Teresa, Inc. located at 14800 W. St. Teresa St., just to the west of the City’s existing corporate limits (the “West Wichita Facility”), pursuant to a Lease Agreement, dated as of September 15, 2009, by and between Via Christi Hospitals Wichita, Inc. and the Issuer (the “West Wichita Lease”), and all of the right, title, and interest of Via Christi Hospitals Wichita, Inc. in said West Wichita Lease was assigned to Via Christi Hospital Wichita St. Teresa, Inc. pursuant to an Assignment of West Hospital Lease, dated July 22, 2010 and recorded with the Sedgwick County Register of Deeds on July 30, 2010 at DOC.#/FLM-PG: 29158022; and

WHEREAS, the Issuer subleased the West Wichita Facility to Via Christi Hospitals Wichita, Inc. pursuant to a Sublease, dated as of September 15, 2009, (the “West Wichita Sublease”), and all of the right, title, and interest of Via Christi Hospitals Wichita, Inc. in said West Wichita Sublease was assigned to Via Christi Hospital Wichita St. Teresa, Inc. pursuant to an Assignment of West Hospital Sublease, dated July 22, 2010; and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in that certain rehabilitation facility operated by Via Christi Rehabilitation Center, Inc. located at 1151 N. Rock Road, Wichita, Kansas (the “Rehabilitation Facility”), pursuant to a Lease, dated as of October 1, 1999, by and between Via Christi Rehabilitation Hospital, Inc. and the Issuer (the “Rehabilitation Lease”); and

WHEREAS, the Issuer has subleased the Rehabilitation Facility to Via Christi Rehabilitation Hospital, Inc. pursuant to a Sublease, dated as of October 1, 1999, as supplemented and amended by a First Supplemental Rehabilitation Hospital Sublease, dated as of December 15, 2009 (collectively, the “Rehabilitation Sublease”); and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in certain hospital facilities operated by Via Christi Hospital Pittsburg, Inc. located at 1 Mt. Carmel Way, Pittsburg, Kansas (the “Pittsburg Facility”), pursuant to a Lease, dated as of October 1, 1999, by and between Via Christi Hospital Pittsburg, Inc. and the Issuer, as supplemented and amended by a First Supplemental Lease, dated as of May 1, 2001, and a Second Supplemental Lease, dated as of September 15, 2011 (collectively, the “Pittsburg Lease”); and

WHEREAS, the Issuer has subleased the Pittsburg Facility to Via Christi Hospital Pittsburg, Inc. pursuant to a Sublease, dated as of October 1, 1999, as supplemented and amended by a First Supplemental Sublease, dated as of May 1, 2001, a Second Supplemental Sublease, dated as of December 15, 2009, and a Third Supplemental Sublease, dated as of September 15, 2011 (collectively, the “Pittsburg Sublease”); and

WHEREAS, the Series III, 2009 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of September 15, 2009 (the “Series III, 2009 Bond Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the “Bond Trustee”); and

WHEREAS, the Series X, 2009 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of December 15, 2009 (the “Series X, 2009 Bond Indenture”) by and between the Issuer and the Bond Trustee; and

WHEREAS, the 2011 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of September 15, 2011 (the “2011 Bond Indenture”) by and between the Issuer and the Bond Trustee; and

WHEREAS, Ascension Health Alliance intends to deposit funds or other government securities on June 12, 2013 or as soon thereafter as practicable (the “Termination Date”) with the Bond Trustee, or other qualified escrow agent, as necessary, to provide for payment of the principal of, interest, and premium, if any, on the Bonds, so as to completely defease the Bonds through and including their first available redemption dates; and

WHEREAS, the provisions of the Wichita Lease, West Wichita Lease, Rehabilitation Lease, and Pittsburg Lease (collectively, the “Leases”) provide for the termination of said Leases upon the proper exercise of the appropriate corporation’s right to terminate and the payment to the Bond Trustee of the full amount necessary and incidental to the retirement and defeasance of the outstanding Bonds; and

WHEREAS, the provisions of the Wichita Sublease, West Wichita Sublease, Rehabilitation Sublease, and Pittsburg Sublease (collectively, the “Subleases”) provide for the termination of said Subleases upon the proper exercise of the appropriate corporation’s right to terminate and the payment to the Bond Trustee of the full amount necessary and incidental to the retirement and defeasance of the outstanding Bonds, plus the payment to the Issuer of certain termination fees; and

WHEREAS, the Via Christi Hospitals Wichita, Inc., Via Christi Hospital Wichita St. Teresa, Inc., Via Christi Rehabilitation Hospital, Inc., and Via Christi Hospital Pittsburg, Inc. have each provided notice to the Issuer and Bond Trustee of their respective elections to terminate the Leases and Subleases on or about the Termination Date; and

WHEREAS, the Issuer finds it necessary to authorize the (1) termination and release of all leases, (2) termination and release of all subleases, and (3) satisfaction, release, and discharge of the

Series III, 2009 Bond Indenture, Series X, 2009 Bond Indenture, and 2011 Bond Indenture (collectively, the “Bond Indentures”).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Leases, Subleases, and Bond Indentures.

Section 2. Authorization of Lease Terminations. The Issuer is hereby authorized to execute and deliver (i) a Termination and Release of Wichita Lease, by and between Via Christi Hospitals Wichita, Inc., the Issuer and the Bond Trustee, (ii) a Termination and Release of West Wichita Lease, by and between Via Christi Hospital Wichita St. Teresa, Inc., the Issuer and the Bond Trustee, (iii) a Termination and Release of Rehabilitation Lease, by and between Via Christi Rehabilitation Hospital, Inc., the Issuer and the Bond Trustee, and (iv) a Termination and Release of Pittsburg Lease, by and between Via Christi Hospital Pittsburg, Inc., the Issuer and the Bond Trustee (collectively, the “Lease Terminations”), all upon satisfaction of the conditions contained in the Leases and set forth in Section 8 hereof, and in substantially the same form as the Lease Terminations before the governing body on this date.

Section 3. Authorization of Sublease Terminations. The Issuer is hereby authorized to execute and deliver (i) a Termination and Release of Wichita Sublease, by and between Via Christi Hospitals Wichita, Inc., the Issuer and the Bond Trustee, (ii) a Termination and Release of West Wichita Sublease, by and between Via Christi Hospital Wichita St. Teresa, Inc., the Issuer and the Bond Trustee, (iii) a Termination and Release of Rehabilitation Sublease, by and between Via Christi Rehabilitation Hospital, Inc., the Issuer and the Bond Trustee, and (iv) a Termination and Release of Pittsburg Sublease, by and between Via Christi Hospital Pittsburg, Inc., the Issuer and the Bond Trustee (collectively, the “Sublease Terminations”), all upon satisfaction of the conditions contained in the Subleases and set forth in Section 8 hereof, and in substantially the same form as the Sublease Terminations before the governing body on this date.

Section 4. Authorization of Bond Indenture Releases. The Issuer is hereby authorized to execute and deliver (i) a Satisfaction, Release and Discharge of Series III, 2009 Bond Indenture, by and between the Issuer and the Bond Trustee, (ii) a Satisfaction, Release and Discharge of Series X, 2009 Bond Indenture, by and between the Issuer and the Bond Trustee, (iii) a Satisfaction, Release and Discharge of 2011 Bond Indenture, by and between the Issuer and the Bond Trustee (collectively, the “Bond Indenture Releases”), all upon satisfaction of the conditions contained in the Lease and Subleases and set forth in Section 8 hereof, and in substantially the same form as the Bond Indenture Releases before the governing body on this date.

Section 5. Execution of Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Lease Terminations, Sublease Terminations, and Bond Indenture Releases for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his execution thereof, and such other

documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Lease Terminations, Sublease Terminations, and Bond Indenture Releases, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Delivery of Documents. The Lease Terminations, Sublease Terminations, and Bond Indenture Releases shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer or by arrangement through escrow or appropriate title company concurrently upon the satisfaction of the requirements set forth in the Leases and Subleases and in Section 8 of this Resolution.

Section 7. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Lease Terminations, Sublease Terminations, and Bond Indenture Releases, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 8. Conditions of Release. The authorizations of the Issuer granted herein are expressly conditioned upon receipt by the Issuer of all termination fees to which it is entitled set forth in the Subleases and the provision of payment for, and defeasance of, the outstanding Bonds in accordance with their terms. Issuer acknowledges proper notice of termination or otherwise waives any additional notice requirements under the Leases and Subleases.

Section 9. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 14th day of May, 2013.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

RESOLUTION NO. 13-080

OF THE

CITY OF WICHITA, KANSAS

RELATING TO:

\$75,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES III-A, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$115,880,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES IV-A, 2011
(VIA CHRISTI HEALTH, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES III-B-1, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
AND IMPROVEMENT REVENUE
BONDS
SERIES IV-B, 2011
(VIA CHRISTI HEALTH, INC.)

\$40,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES III-B-2, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

\$28,000,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES VARIABLE
RATE REVENUE BONDS
SERIES IV-C, 2011
(VIA CHRISTI HEALTH, INC.)

\$88,110,000
CITY OF WICHITA, KANSAS
HOSPITAL FACILITIES REFUNDING
REVENUE BONDS
SERIES X, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

RESOLUTION NO. 13-080

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE TERMINATION OF CERTAIN LEASES AND SUBLEASES OF REAL PROPERTY BY AND BETWEEN THE CITY AND CERTAIN SUBSIDIARIES OF VIA CHRISTI HEALTH, INC. MADE IN CONNECTION WITH CERTAIN REVENUE BONDS OF THE CITY; AND AUTHORIZING THE RELEASE AND DISCHARGE OF TRUST INDENTURES BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. MADE IN CONNECTION WITH SAID BONDS.

WHEREAS, the City of Wichita, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the “Issuer”); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.*, as amended, and K.S.A. 10-116a (collectively, the “Act”) to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities and to refund any such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer has previously issued its (i) Hospital Facilities Refunding and Improvement Revenue Bonds, Series III-A, 2009 (Via Christi Health System, Inc.), Hospital Facilities Variable Rate Revenue Bonds, Series III-B-1, 2009 (Via Christi Health System, Inc.), and Hospital Facilities Variable Rate Revenue Bonds, Series III-B-2, 2009 (Via Christi Health System, Inc.) (collectively, the “Series III, 2009 Bonds”), (ii) Hospital Facilities Refunding Revenue Bonds, Series X, 2009 (Via Christi Health System, Inc.) (the “Series X, 2009 Bonds”), and (iii) Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-A, 2011 (Via Christi Health, Inc.), Hospital Facilities Refunding and Improvement Revenue Bonds, Series IV-B, 2011 (Via Christi Health, Inc.), and Hospital Facilities Variable Rate Revenue Bonds, Series IV-C, 2011 (Via Christi Health, Inc.) (collectively, the “2011 Bonds”); and

WHEREAS, in connection with the Series III, 2009 Bonds, Series X, 2009 Bonds, and 2011 Bonds (collectively, the “Bonds”) and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in certain hospital and health care facilities constituting Via Christi Hospitals Wichita, Inc. campuses located at 929 N. St. Francis, 3600 E. Harry, and 707 N. Emporia, Wichita, Kansas (the “Wichita Facilities”), pursuant to a Restated and Amended Lease, dated as of February 1, 1992, by and between the Via Christi Hospitals Wichita, Inc. and the Issuer, as supplemented and amended by a First Supplemental Restated and Amended Lease, dated as of October 1, 1999, a Second Supplemental Restated and Amended Lease, dated as of May 1, 2001, a Third Supplemental Restated and Amended Lease, dated as of August 15, 2004, and a Fourth Supplemental Restated and Amended Lease, dated as of September 15, 2011 (collectively, the “Wichita Lease”); and

WHEREAS, the Issuer has subleased the Wichita Facilities to Via Christi Hospitals Wichita, Inc. pursuant to a Sublease, dated as of February 1, 1992, as supplemented and amended by a First Supplemental Sublease, dated as of October 1, 1999, a Second Supplemental Sublease, dated as of May 1, 2001, a Third Supplemental Sublease, dated as of August 15, 2004, a Fourth Supplemental Hospital Sublease, dated as of September 15, 2009, a Fifth Supplemental Hospital Sublease, dated as of December 15, 2009, and a Sixth Supplemental Hospital Sublease, dated as of September 15, 2011 (collectively, the “Wichita Sublease”); and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in that certain hospital facility operated by Via Christi Hospital Wichita St. Teresa, Inc. located at 14800 W. St. Teresa St., just to the west of the City’s existing corporate limits (the “West Wichita Facility”), pursuant to a Lease Agreement, dated as of September 15, 2009, by and between Via Christi Hospitals Wichita, Inc. and the Issuer (the “West Wichita Lease”), and all of the right, title, and interest of Via Christi Hospitals Wichita, Inc. in said West Wichita Lease was assigned to Via Christi Hospital Wichita St. Teresa, Inc. pursuant to an Assignment of West Hospital Lease, dated July 22, 2010 and recorded with the Sedgwick County Register of Deeds on July 30, 2010 at DOC.#/FLM-PG: 29158022; and

WHEREAS, the Issuer subleased the West Wichita Facility to Via Christi Hospitals Wichita, Inc. pursuant to a Sublease, dated as of September 15, 2009, (the “West Wichita Sublease”), and all of the right, title, and interest of Via Christi Hospitals Wichita, Inc. in said West Wichita Sublease was assigned to Via Christi Hospital Wichita St. Teresa, Inc. pursuant to an Assignment of West Hospital Sublease, dated July 22, 2010; and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in that certain rehabilitation facility operated by Via Christi Rehabilitation Center, Inc. located at 1151 N. Rock Road, Wichita, Kansas (the “Rehabilitation Facility”), pursuant to a Lease, dated as of October 1, 1999, by and between Via Christi Rehabilitation Hospital, Inc. and the Issuer (the “Rehabilitation Lease”); and

WHEREAS, the Issuer has subleased the Rehabilitation Facility to Via Christi Rehabilitation Hospital, Inc. pursuant to a Sublease, dated as of October 1, 1999, as supplemented and amended by a First Supplemental Rehabilitation Hospital Sublease, dated as of December 15, 2009 (collectively, the “Rehabilitation Sublease”); and

WHEREAS, in connection with the Bonds and other revenue bonds previously issued, redeemed, and defeased by the Issuer, the Issuer has acquired a leasehold interest in certain hospital facilities operated by Via Christi Hospital Pittsburg, Inc. located at 1 Mt. Carmel Way, Pittsburg, Kansas (the “Pittsburg Facility”), pursuant to a Lease, dated as of October 1, 1999, by and between Via Christi Hospital Pittsburg, Inc. and the Issuer, as supplemented and amended by a First Supplemental Lease, dated as of May 1, 2001, and a Second Supplemental Lease, dated as of September 15, 2011 (collectively, the “Pittsburg Lease”); and

WHEREAS, the Issuer has subleased the Pittsburg Facility to Via Christi Hospital Pittsburg, Inc. pursuant to a Sublease, dated as of October 1, 1999, as supplemented and amended by a First Supplemental Sublease, dated as of May 1, 2001, a Second Supplemental Sublease, dated as of December 15, 2009, and a Third Supplemental Sublease, dated as of September 15, 2011 (collectively, the “Pittsburg Sublease”); and

WHEREAS, the Series III, 2009 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of September 15, 2009 (the “Series III, 2009 Bond Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the “Bond Trustee”); and

WHEREAS, the Series X, 2009 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of December 15, 2009 (the “Series X, 2009 Bond Indenture”) by and between the Issuer and the Bond Trustee; and

WHEREAS, the 2011 Bonds are payable from the Trust Estate created pursuant to a certain Bond Indenture, dated as of September 15, 2011 (the “2011 Bond Indenture”) by and between the Issuer and the Bond Trustee; and

WHEREAS, Ascension Health Alliance intends to deposit funds or other government securities on June 12, 2013 or as soon thereafter as practicable (the “Termination Date”) with the Bond Trustee, or other qualified escrow agent, as necessary, to provide for payment of the principal of, interest, and premium, if any, on the Bonds, so as to completely defease the Bonds through and including their first available redemption dates; and

WHEREAS, the provisions of the Wichita Lease, West Wichita Lease, Rehabilitation Lease, and Pittsburg Lease (collectively, the “Leases”) provide for the termination of said Leases upon the proper exercise of the appropriate corporation’s right to terminate and the payment to the Bond Trustee of the full amount necessary and incidental to the retirement and defeasance of the outstanding Bonds; and

WHEREAS, the provisions of the Wichita Sublease, West Wichita Sublease, Rehabilitation Sublease, and Pittsburg Sublease (collectively, the “Subleases”) provide for the termination of said Subleases upon the proper exercise of the appropriate corporation’s right to terminate and the payment to the Bond Trustee of the full amount necessary and incidental to the retirement and defeasance of the outstanding Bonds, plus the payment to the Issuer of certain termination fees; and

WHEREAS, the Via Christi Hospitals Wichita, Inc., Via Christi Hospital Wichita St. Teresa, Inc., Via Christi Rehabilitation Hospital, Inc., and Via Christi Hospital Pittsburg, Inc. have each provided notice to the Issuer and Bond Trustee of their respective elections to terminate the Leases and Subleases on or about the Termination Date; and

WHEREAS, the Issuer finds it necessary to authorize the (1) termination and release of all leases, (2) termination and release of all subleases, and (3) satisfaction, release, and discharge of the

Series III, 2009 Bond Indenture, Series X, 2009 Bond Indenture, and 2011 Bond Indenture (collectively, the “Bond Indentures”).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Leases, Subleases, and Bond Indentures.

Section 2. Authorization of Lease Terminations. The Issuer is hereby authorized to execute and deliver (i) a Termination and Release of Wichita Lease, by and between Via Christi Hospitals Wichita, Inc., the Issuer and the Bond Trustee, (ii) a Termination and Release of West Wichita Lease, by and between Via Christi Hospital Wichita St. Teresa, Inc., the Issuer and the Bond Trustee, (iii) a Termination and Release of Rehabilitation Lease, by and between Via Christi Rehabilitation Hospital, Inc., the Issuer and the Bond Trustee, and (iv) a Termination and Release of Pittsburg Lease, by and between Via Christi Hospital Pittsburg, Inc., the Issuer and the Bond Trustee (collectively, the “Lease Terminations”), all upon satisfaction of the conditions contained in the Leases and set forth in Section 8 hereof, and in substantially the same form as the Lease Terminations before the governing body on this date.

Section 3. Authorization of Sublease Terminations. The Issuer is hereby authorized to execute and deliver (i) a Termination and Release of Wichita Sublease, by and between Via Christi Hospitals Wichita, Inc., the Issuer and the Bond Trustee, (ii) a Termination and Release of West Wichita Sublease, by and between Via Christi Hospital Wichita St. Teresa, Inc., the Issuer and the Bond Trustee, (iii) a Termination and Release of Rehabilitation Sublease, by and between Via Christi Rehabilitation Hospital, Inc., the Issuer and the Bond Trustee, and (iv) a Termination and Release of Pittsburg Sublease, by and between Via Christi Hospital Pittsburg, Inc., the Issuer and the Bond Trustee (collectively, the “Sublease Terminations”), all upon satisfaction of the conditions contained in the Subleases and set forth in Section 8 hereof, and in substantially the same form as the Sublease Terminations before the governing body on this date.

Section 4. Authorization of Bond Indenture Releases. The Issuer is hereby authorized to execute and deliver (i) a Satisfaction, Release and Discharge of Series III, 2009 Bond Indenture, by and between the Issuer and the Bond Trustee, (ii) a Satisfaction, Release and Discharge of Series X, 2009 Bond Indenture, by and between the Issuer and the Bond Trustee, (iii) a Satisfaction, Release and Discharge of 2011 Bond Indenture, by and between the Issuer and the Bond Trustee (collectively, the “Bond Indenture Releases”), all upon satisfaction of the conditions contained in the Lease and Subleases and set forth in Section 8 hereof, and in substantially the same form as the Bond Indenture Releases before the governing body on this date.

Section 5. Execution of Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Lease Terminations, Sublease Terminations, and Bond Indenture Releases for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his execution thereof, and such other

documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC Termination Statements. The City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Lease Terminations, Sublease Terminations, and Bond Indenture Releases, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Delivery of Documents. The Lease Terminations, Sublease Terminations, and Bond Indenture Releases shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer or by arrangement through escrow or appropriate title company concurrently upon the satisfaction of the requirements set forth in the Leases and Subleases and in Section 8 of this Resolution.

Section 7. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Lease Terminations, Sublease Terminations, and Bond Indenture Releases, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 8. Conditions of Release. The authorizations of the Issuer granted herein are expressly conditioned upon receipt by the Issuer of all termination fees to which it is entitled set forth in the Subleases and the provision of payment for, and defeasance of, the outstanding Bonds in accordance with their terms. Issuer acknowledges proper notice of termination or otherwise waives any additional notice requirements under the Leases and Subleases.

Section 9. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 14th day of May, 2013.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Mayor and City Council

SUBJECT: Approval of the Issuance of Kansas Development Finance Authority Revenue Bonds – Wichita State University Union Corporation Housing Project (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the issuance of KDFA bonds for WSU housing project.

Background: On May 2, 2013, the City received an official notice from the Kansas Development Finance Authority (“KDFA”) of its intent to issue its Private Activity Revenue Bonds in an amount not-to-exceed \$60 million, plus costs of issuance, capitalized interest and any required reserves to finance the cost of constructing, furnishing and equipping a new residence hall and related dining facility on the campus of Wichita State University (“WSU”). Under state law, the City has 15 days from the giving of notice to take any action approving or disapproving the issuance of the KDFA bonds.

Analysis: The proposed new WSU residence hall and dining facility will be a five-story structure located on a site south of Cessna Stadium and north of Morrison Hall that currently serves as a student parking lot. The proposed hall is designed to accommodate up to 770 student residents and the dining hall seating capacity is 400. Amenities include laundry facilities, common kitchen and lounge areas located on each floor of the residence hall. Construction is planned to beginning shortly after May commencement exercises, with completion in time for Fall 2014 enrollment.

Under state statutes governing the issuance of bonds by KDFA, the Authority may proceed to issue its Private Activity Revenue Bonds unless the City Council passes a resolution or ordinance expressly disapproving the financing of the project by KDFA bonds, within 15 days of receiving notice of KDFA’s intent to issue the bonds. The bonds financing the new residence hall are considered Private Activity Revenue Bonds because the proceeds will fund a loan to the WSU Union Corporation, a separate 501(c)(3) corporation which also operates the Ratigan Student Union facility. The WSU Union Corp. will use the KDFA loan proceeds to fund the construction costs and lease the facilities to the University.

Financial Considerations: The bonds will be secured by the loan to the WSU Union Corporation and repayment is expected to be funded entirely from revenue from the operation of the residence hall and dining facility. There is no recourse to the City and County property tax mill levy paid to WSU.

Legal Considerations: The proposed City Council action is consistent with state law governing the issuance of KDFA bonds.

Recommendations/Actions: It is recommended that the City Council approve the issuance of Private Activity Revenue Bonds by the Kansas Development Finance Authority to finance the proposed Wichita State University housing project.

Attachments: None

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Mayor and City Council

SUBJECT: HUD Consolidated Plan/Fifth Program Year Action Plan, 2013-2014

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and authorize submission of the 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Funds to the U.S. Department of Housing and Urban Development (HUD), and authorize the release of Requests for Proposals, necessary signatures, agreements and contracts.

Background: The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons. This annual funding plan is part of the HUD Consolidated Plan process in which the City outlines specific activities to be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs. The City submits an annual plan for each of the five years covered in the Five Year Consolidated Plan.

Based on guidance received from HUD, staff anticipates FY 2013-2014 funding will be reduced to 95% of the prior year allocation, resulting in the following funding levels: CDBG - \$2,441,263, HOME - \$1,164,011, and ESG \$212,219. Using these projections, staff issued Requests for Proposals and applications for CDBG Public Services and HOME housing development funding. Proposals were forwarded to the City Council-appointed Grants Review Committee (GRC) for review and recommendations. The GRC held one public hearing during which all qualified proposals were presented for discussion. The GRC considered all written and oral information received, and submitted funding recommendations to the City Manager.

On March 19, 2013, the City Council approved recommendations for the 2013-2014 expenditures for CDBG and HOME Investment Partnerships, and the spending plan for ESG funds. That action also authorized the required 30-day public comment period. On April 9, 2013, the draft plan was revised to increase the amount of funds available for 2013 summer youth employment program activities, and the comment period was extended through May 10, 2013. The additional funds were made available from unallocated CDBG funds. No comments were received.

Analysis: Following is a summary of the 2013-14 spending plan.

Community Development Block Grant

Housing Projects: \$934,733

Funds will pay for home repair programs (\$915,313) as well as neighborhood clean-up activities in eligible neighborhoods (\$19,420).

City Manager's Office-Neighborhood Assistants: \$393,431

Funds will pay for neighborhood assistants in Districts 1, 3, 4 and 6.

Housing and Community Services: \$163,788

Funds will pay for Housing First program staff (\$68,593) and job training for youth (\$95,195).

Women's Shelter Services: \$275,000

Purpose: to provide temporary shelter, counseling and other support services for an average of 350 women and children who are fleeing domestic violence situations.

Agency	2012-13 Allocation	2013-14 Allocation
Catholic Charities	\$110,000	105,036
StepStone	\$26,000	26,000
YWCA	\$139,000	143,964
TOTAL	\$275,000	\$275,000

Youth Crime Prevention and Enrichment: \$125,000

Purpose: to engage middle school age youth with identified risk factors in activities that will prevent crime and enrich their lives.

Agency	2012-13 Allocation	2013-14 Allocation
Rainbows United	\$21,000	\$23,093
YMCA	\$104,000	\$101,907
TOTAL	\$125,000	\$125,000

Summer Youth Employment: \$171,650

Funds will pay for The Way to Work summer youth employment program administered by the Housing and Community Services Department for youth ages 14-15. The youth either live in Public Housing units or are in households which receive rental assistance through the Section 8 Housing Choice Voucher program (\$96,650). The 2013 program will provide job readiness and financial literacy training, as well as paid employment for 100 youth, following the successful model which was introduced in 2012. Additional funds (\$75,000) will be allocated for a community-based program to provide summer youth employment activities for income-eligible youth ages 14-17. A Request for Proposals will be issued following City Council approval of this plan, and the Grants Review Committee will review all responsive proposals and recommend selection of an agency or agencies to administer this additional program.

Program Administration: \$452,661

Purpose: HUD allows up to 20% of the entitlement grant to be used for Program Administration, which includes reasonable costs associated with general management, oversight, coordination, monitoring and evaluation. The numbers below for 2012-2013 reflect a modification approved by the City Council on December 18, 2012.

Category	2012-2013 Allocation	2013-14 Allocation
Indirect Costs	\$54,493	\$52,243
Program Management	\$355,000	\$370,418
Fair Housing Initiatives	\$5,000	\$5,000
Mandated Consolidated Plan Activities	\$25,000	\$25,000
TOTAL	\$439,993	\$452,661

HOME Investment Partnerships Program

HUD requires that a minimum of 15% of the HOME allocation be designated for Community Housing Development Organizations (CHDOs). The 2013-2014 allocation provides 22.9% for this purpose.

Agency	2012-13 Allocation	2013-14 Allocation
Mennonite Housing Services	\$149,270	\$175,000
Power CDC	\$130,730	\$91,959
Universal Design	\$8,461	0
TOTAL	\$288,461	\$266,959

The attached spreadsheet reflects an addition of \$1,828 to the 2012-2013 final funding allocations. This amount was announced by HUD following City Council approval on May 1, 2012. Staff designated 10% of this amount to program administration (\$183) and the balance to the HOMEownership 80 program (\$1,645).

The 2013-2014 recommendation will be sufficient for Mennonite Housing Services to develop five houses, and for Power CDC to develop three houses.

Emergency Solutions Grant (ESG) Funds

The ESG program prioritizes permanent housing solutions for the homeless or for persons at serious, imminent risk of becoming homeless, with a reduced focus on emergency shelter and street outreach. The legislation which created this program caps expenditures for shelter and outreach activities at 60% of the annual allocation. Based on this requirement, staff developed a budget with allocations by categories.

The attached spreadsheet allocates specific funding amounts to Rapid Re-Housing and Homelessness Prevention. These recommendations are based on the actual funding experience for the American Recovery and Reinvestment Act (ARRA)-funded Homelessness Prevention and Rapid Re-Housing program. Should the needs shift during the 2013 year, City staff will make appropriate adjustments between the two categories.

Category	2012-2013 Allocation	2013-2014 Allocation
Emergency Shelter and Outreach	\$134,033	\$127,331
Homeless Management Information System	\$1,500	0
Rapid Re-Housing/Homelessness Prevention	\$71,101	\$68,972
Administration	\$16,754	\$15,916
TOTAL	\$223,388	\$212,219

Staff will issue Requests for Proposals for homeless assistance activities, prevention and re-housing activities to be implemented by an external provider and/or in conjunction with Housing First program activities.

Financial Considerations: HOME funds require a 25% non-federal match, which the Housing and Community Services meets through creative partnerships with community agencies and therefore General Fund match support has not been required.

Legal Considerations: The Law Department has approved the documents associated with this action as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and authorize submission of the 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Funds to the U.S. Department of Housing and Urban Development (HUD), and authorize the release of Requests for Proposals, necessary signatures, agreements and contracts.

Attachments:

2013-14 Fifth Program Year Allocation Spreadsheet

Action Plan Narrative

SF 424 and Certifications

2013-2014 CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 5-14-13																			
CDBG - CAPITAL																			
	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	Public Works & Utilities	\$0	\$75,000	\$0	\$0	\$0													
	Street or Sidewalk Repair																		
	Office of Central Inspection	\$150,000	\$100,000	\$0	\$0	\$0													
	Demolition and Clearance of Dangerous and Unsafe Buildings																		
	Total - Capital Projects	\$150,000	\$175,000	\$0	\$0	\$0													
CDBG - HOUSING																			
	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	Neighborhood Clean-ups	\$50,000	\$50,000	\$19,420	\$19,420	\$0													
	Housing and Community Services																		
	- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	\$425,908	\$369,091	\$369,091	\$369,091	\$0													
	Amount from Annual Allocation	\$346,908																	
	Amount from Prior Year Unallocated	\$79,000																	
	- Home Repair	\$664,467	\$546,222	\$546,222	\$546,222	\$0													
	- Rental Housing Loan Program	\$0	\$0	\$0	\$0	\$0													
	Total - Housing Projects	\$1,140,375	\$965,313	\$934,733	\$934,733	\$0													
CDBG - NEIGHBORHOOD INITIATIVES																			
	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	Funds Available for Reallocation	\$321,000	\$0	\$0	\$0	\$0													
	Total - Neighborhood Initiatives	\$321,000	\$0	\$0	\$0	\$0													

2013-2014 CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 5-14-13																			
CDBG - PUBLIC SERVICES																			
	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is \$1,163,310	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	City Manager's Office Total Allocation	\$333,132	*	\$331,757	\$393,431	\$393,431	\$0												
	- Neighborhood Assistance Program																		
	Amount from Annual Allocation	\$305,000		\$331,757	\$393,431	\$393,431	\$0												
	Amount from Prior Year Unallocated	\$28,132		\$0	\$0	\$0	\$0												
	Neighborhood Services Supervisor	\$28,132		\$0	\$0	\$0	\$0												
	Atwater	\$71,837		\$0	\$0	\$0	\$0												
	Colvin	\$82,488		\$0	\$0	\$0	\$0												
	Evergreen	\$78,071		\$0	\$0	\$0	\$0												
	Stanley	\$72,604		\$0	\$0	\$0	\$0												
	Housing and Community Services	\$50,000	\$118,593	\$163,788	\$163,788	\$0													
	- Housing First Project Coordinator	\$50,000	\$68,593	\$68,593	\$68,593	\$0													
	- Job Training	\$0	\$50,000	\$95,195	\$95,195	\$0													
RFP	Women's Services	\$275,000	\$275,000	\$275,000	\$275,000	\$0													
	- Catholic Charities, Inc. - Harbor House	\$125,125	\$110,000	\$105,036	\$105,036	\$0													
	- StepStone, Inc. Counseling and Support Groups	\$0	\$26,000	\$26,000	\$26,000	\$0													
	- YWCA of Wichita - Women's Crisis Center/Safehouse	\$149,875	\$139,000	\$143,964	\$143,964	\$0													
RFP	Youth Crime Prevention and Enrichment	\$174,220	\$125,000	\$125,000	\$125,000	\$0													
	- YMCA - Middle School After School	\$104,253	\$104,000	\$101,907	\$101,907	\$0													
	- BBBS Leaders, Achievers, and Winners (LAW) Camp	\$0	\$0	\$0	\$0	\$0													
	- Boys & Girls Clubs	\$25,000	\$0	\$0	\$0	\$0													
	- Hope Street	\$0	\$0	\$0	\$0	\$0													
	- Rainbows United	\$38,472	\$21,000	\$23,093	\$23,093	\$0													
	- Urban League	\$0	\$0	\$0	\$0	\$0													
	- Wichita Dream Center	\$6,495	\$0	\$0	\$0	\$0													
	Summer Youth Employment	\$199,364	**	\$139,095	****	\$96,650	\$171,650	\$0											
	Amount from Annual Allocation	\$100,000	\$139,095	\$0	\$96,650	\$0													
	Amount from Prior Year Unallocated	\$99,364	\$0	\$0	\$75,000	\$0													
	- Saint Mark United Methodist - Life in Action	\$0	\$0	\$0	\$0	\$0													
	- YMCA - Job Prep	\$199,364	\$0	\$0	\$0	\$0													
	Total - Public Services	\$1,031,716	***	\$989,445	****	\$1,053,869	\$1,128,869	\$0											
	* This amount includes \$28,132 from prior year unallocated funds																		
	** This amount includes \$99,364 from prior year unallocated funds																		
	***This amount includes a total of \$127,496 from prior year unallocated funds																		
	****This amount includes a total of \$42,445 from unexpended 12-13PY Indirect funds																		
CDBG - PROGRAM ADMINISTRATION																			
	COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is \$488,252	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	Housing and Community Services	\$446,480	\$414,993	\$427,661	\$427,661	\$0													
	- CDBG Indirect Costs	\$118,660	\$54,993	\$52,243	\$52,243	\$0													
	- CDBG Program Management Total Allocation	\$322,820	\$355,000	\$370,418	\$370,418	\$0													
	- Fair Housing Initiatives	\$5,000	\$5,000	\$5,000	\$5,000	\$0													
	Planning Department	\$25,000	\$25,000	\$25,000	\$25,000	\$0													
	- Mandated Consolidated Plan Activities																		
	Total - Planning and Admin.	\$471,480	\$439,993	\$452,661	\$452,661	\$0													
	UNALLOCATED TOTAL	\$527,496	\$0	\$0	75,000														
	ANNUAL ALLOCATION - CDBG	\$2,579,615	\$2,569,751	\$2,441,263	\$2,441,263	\$0													
	GRAND TOTAL - CDBG	\$3,114,571	\$2,569,751	\$2,441,263	\$2,516,263	\$0													

2013-2014 CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 5-14-13																			
HOME PROJECTS																			
	HOME INVESTMENT PARTNERSHIPS PROGRAM HOME Activities	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	HOME Investment Partnerships Administration	\$148,563	\$107,518	\$99,290	\$99,290	\$0													
	HOME Indirect Costs	\$11,959	\$15,010	\$17,111	\$17,111	\$0													
	HOME Operating Funds for CHDO's	\$50,000	\$50,000	\$50,000	\$50,000	\$0													
	Operating Funds-Power CDC																		
	Operating Funds-MHRS																		
	HOMEownership 80 Program	\$647,001	\$429,286	\$383,014	\$383,014	\$0													
	Boarded-up House Program	\$200,000	\$100,000	\$100,000	\$100,000	\$0													
	Housing Development Loan Program	\$247,706	\$235,000	\$147,637	\$147,637	\$0													
	Deferred Loan Program	\$0	\$0	\$100,000	\$100,000	\$0													
	Total HOME Projects	\$1,305,229	\$936,814	\$897,052	\$897,052	\$0													
	HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	CHDO Set Aside - Total Allocation	\$339,049 *	\$288,461	\$266,959	\$266,959	\$0													
	Amount from Annual Allocation	\$300,000	\$288,461																
	Amount from Prior Year Unallocated	\$39,049	\$0																
	Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	\$176,144	\$149,270	\$175,000	\$175,000	\$0													
	Power CDC - Single Family Home Development	\$162,905	\$130,730	\$91,959	\$91,959	\$0													
	Universal Design	\$0	\$8,461	\$0	\$0	\$0													
	Unallocated CHDO Set Aside Funding	\$0	\$0	\$0	\$0	\$0													
	Total CHDO Set Aside Projects	\$339,049	\$288,461	\$266,959	\$266,959	\$0													
	Subtotal - HOME & CHDO Set Aside Projects																		
	<i>*This amount includes \$39,049.22 re-allocated from prior year unspent CHDO funds</i>																		
	UNALLOCATED TOTAL	\$39,049 *	\$0	\$0	\$0	\$0													
	ANNUAL ALLOCATION - HOME	\$1,605,229	\$1,225,275	\$1,164,011	\$1,164,011														
	GRAND TOTAL - HOME	\$1,644,278	\$1,225,275	\$1,164,011	\$1,164,011	\$0													

2013-2014 CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 5-14-13																			
ESG PROJECTS																			
	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2012-13 REVISED RECOMMENDATION*	2012-13 COUNCIL ALLOCATION													
	Emergency Shelter Grant - Final Allocation	\$125,133	\$124,982	\$0	\$0	\$0													
RFP	Essential Services - Maximum Allocation (30%)	\$37,540	\$32,286	\$0	\$0	\$0													
	- Catholic Charities - Anthony Family Shelter	\$6,238	\$6,277	\$0	\$0	\$0													
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$869	\$0	\$0	\$0													
	- Inter-Faith Ministries - Safe Haven	\$1,046	\$0	\$0	\$0	\$0													
	- Salvation Army - Emergency Lodge	\$0	\$0	\$0	\$0	\$0													
	- United Methodist Open Door	\$30,256	\$25,140	\$0	\$0	\$0													
	Maintenance and Operations	\$81,463	\$66,591	\$0	\$0	\$0													
RFP	- Catholic Charities - Anthony Family Shelter	\$23,530	\$18,457	\$0	\$0	\$0													
	- Catholic Charities - Harbor House	\$10,678	\$8,870	\$0	\$0	\$0													
	- Inter-Faith Ministries - Inter-Faith Inn	\$23,410	\$19,451	\$0	\$0	\$0													
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	\$0	\$0	\$0													
	- Salvation Army - Emergency Lodge	\$19,552	\$16,246	\$0	\$0	\$0													
	- YWCA - Women's Crisis Center	\$4,293	\$3,567	\$0	\$0	\$0													
RFP	Homeless Prevention - Maximum Allocation (30%)	\$0	\$20,000	\$0	\$0	\$0													
	- Center of Hope - Rent Assistance	\$0	\$20,000	\$0	\$0	\$0													
	Administration - Maximum Allocation (5%)	\$6,130	\$6,105	\$0	\$0	\$0													
	- Housing & Community Services Department - ESG Administration	\$6,130	\$4,730	\$0	\$0	\$0													
	- City Indirect Cost	\$0	\$1,375	\$0	\$0	\$0													
	TOTAL EMERGENCY SHELTER GRANT	\$125,133 *	\$124,982	\$0	\$0	\$0													
	*Includes \$29 unspent prior year funds																		
	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-2014 RECOMMENDATION	2013-14 COUNCIL ALLOCATION													
	Emergency Solutions Grant - Final Allocation	\$0	\$70,331	\$223,388	\$212,219														
	Homeless Assistance Maximum Allocation (60%)	\$0	\$20,126	\$133,159	\$127,331														
RFP	Emergency Shelter				TBD	\$0													
	Catholic Charities - Harbor House	\$0	\$15,125	\$15,000	\$0	\$0													
	Catholic Charities - St. Anthony Family Shelter	\$0	\$0	\$25,000	\$0	\$0													
	Inter-Faith Ministries - Inter-Faith Inn	\$0	\$0	\$21,500	\$0	\$0													
	The Salvation Army - Homeless Services	\$0	\$0	\$25,000	\$0	\$0													
	United Methodist Open Door - Homeless Resource Center	\$0	\$0	\$35,000	\$0	\$0													
	YWCA Women's Crisis Center	\$0	\$5,001	\$11,659	\$0	\$0													
	Homelessness Prevention	\$0	\$24,629	\$43,535	TBD	\$0													
	Center of Hope - Rent Assistance	\$0	\$24,629	\$43,535															
	Rapid Re-Housing	\$0	\$16,400	\$28,440	TBD	\$0													
	City of Wichita - Housing and Community Services	\$0	\$16,400	\$28,440															
	Homeless Management Information System (HMIS)	\$0	\$635	\$1,500	TBD	\$0													
	United Way of the Plains	\$0	\$635	\$1,500															
	Administration - Maximum Allocation (7.5% of total Award)	\$0	\$8,541	\$16,754	\$15,916	\$0													
	- Housing & Community Services Department - ESG Administration	\$0	\$5,026	\$11,169	\$0	\$0													
	- City Indirect Cost	\$0	\$3,515	\$5,585	\$0	\$0													
	TOTAL EMERGENCY SOLUTIONS GRANT	\$0	\$70,331	\$223,388	\$212,219	\$0													
	GRAND TOTAL	\$125,133	\$195,313	\$223,388	\$212,219	\$0													

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission		*2. Type of Application		*If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication		<input type="checkbox"/> New			
<input checked="" type="checkbox"/> Application		<input checked="" type="checkbox"/> Continuation		* Other (Specify)	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision			
*3. Date Received:		4. Application Identifier: B-12-MC-20004			
5a. Federal Entity Identifier: N/A			*5b. Federal Award Identifier: B-12-MC-200004		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Wichita					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653			*c. Organizational DUNS: 04-306-34-60		
d. Address:					
*Street1: 455N. Main Street 2: *City: Wichita County: Sedgwick *State: Kansas Province: Country: *Zip/ Postal Code: 67202					
e. Organizational Unit:					
Department Name: Housing and Community Services			Division Name: Community Investments		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms. First Name: Mary Middle Name: Kathryn *Last Name: Vaughn Suffix: Title: Director of Housing and Community Services					
Organizational Affiliation: N/A					
*Telephone Number: 316-462-3795			Fax Number: 316-337-9103		
*Email: mkvaughn@wichita.gov					

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants Program

*12. Funding Opportunity Number: N/A

*Title:

Funding Availability for the Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Wichita, Kansas

*15. Descriptive Title of Applicant's Project:

Community Development Block Grant funded projects that include Housing activities, Public Service projects and Planning and Administrative projects.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant KS-004

*b. Program/Project: KS-004

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: July 1, 2013

*b. End Date: June 30, 2014

18. Estimated Funding (\$):

*a. Federal \$2,441,263.00

*b. Applicant

*c. State

*d. Local

*e. Other

*f. Program Income

*g. TOTAL \$2,441,263.00

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Carl

Middle Name:

*Last Name: Brewer

Suffix:

*Title: Mayor

*Telephone Number: 316-268-4331

Fax Number: 316-858-7743

*Email: cbrewer@wichita.gov

*Signature of Authorized Representative:

Date Signed:

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission		*2. Type of Application		*If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication		<input type="checkbox"/> New			
<input checked="" type="checkbox"/> Application		<input checked="" type="checkbox"/> Continuation		* Other (Specify)	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision			
*3. Date Received:		4. Application Identifier: B-12-MC-200004			
5a. Federal Entity Identifier: n/a			*5b. Federal Award Identifier: B-12-MC-200004		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Wichita					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653			*c. Organizational DUNS: 04-306-34-60		
d. Address:					
*Street1: 455 N. Main Street 2: *City: Wichita County: Sedgwick *State: Kansas Province: Country: *Zip/ Postal Code: 67202					
e. Organizational Unit:					
Department Name: Housing and Community Services			Division Name: Community Investments		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms.		First Name: Mary			
Middle Name: Kathryn					
*Last Name: Vaughn					
Suffix:					
Title: Director of Housing and Community Services					
Organizational Affiliation: N/A					
*Telephone Number: 316-462-3795			Fax Number: 316-337-9103		
*Email: mkvaughn@wichita.gov					

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnerships Program

*12. Funding Opportunity Number: n/a

*Title:

Funding Availability for the HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Wichita, KS

*15. Descriptive Title of Applicant's Project:

HOME Grant funded projects that include housing projects, CHDO set-aside projects, and administration

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant
KS-004

*b. Program/Project:
KS-004

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: July 1, 2013

*b. End Date: June 30, 2013

18. Estimated Funding (\$):

*a. Federal \$1,164,011.00

*b. Applicant

*c. State

*d. Local

*e. Other

*f. Program Income

*g. TOTAL \$1,164,011.00

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Carl

Middle Name:

*Last Name: Brewer

Suffix:

*Title: Mayor

*Telephone Number: 316-268-4331

Fax Number: 316-858-7743

*Email: cbrewer@wichita.gov

*Signature of Authorized Representative:

Date Signed:

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision *If Revision, select appropriate letter(s): * Other (Specify)
*3. Date Received:		4. Application Identifier: B-12-MC-200004
5a. Federal Entity Identifier: n/a		*5b. Federal Award Identifier: B-12-MC-200004
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Wichita		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653		*c. Organizational DUNS: 04-306-34-60
d. Address:		
*Street1: 455 N. Main Street 2: *City: Wichita County: Sedgwick *State: Kansas Province: Country: *Zip/ Postal Code: 67202		
e. Organizational Unit:		
Department Name: Housing and Community Services		Division Name: Community Investments
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms. Middle Name: Kathryn *Last Name: Vaughn Suffix:		First Name: Mary
Title: Director of Housing and Community Services		
Organizational Affiliation: N/A		
*Telephone Number: 316-462-3795		Fax Number: 316-337-9103
*Email: mkvaughn@wichita.gov		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

Emergency Solutions Grant

*12. Funding Opportunity Number: n/a

*Title:

Funding Availability for the Emergency Solutions Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Wichita, KS

*15. Descriptive Title of Applicant's Project:

Emergency Solutions Grant funded projects that include homeless assistance, homeless prevention, rapid re-housing, HMIS and administration.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant
KS-004

*b. Program/Project:
KS-004

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: July 1, 2013

*b. End Date: June 30, 2013

18. Estimated Funding (\$):

*a. Federal \$212,219.00

*b. Applicant

*c. State

*d. Local

*e. Other

*f. Program Income

*g. TOTAL \$212,219.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Carl

Middle Name:

*Last Name: Brewer

Suffix:

*Title: Mayor

*Telephone Number: 316-268-4331

Fax Number: 316-858-7743

*Email: cbrewer@wichita.gov

*Signature of Authorized Representative:

Date Signed:

2.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.

Anti-Lobbying – To the best of the jurisdiction’s knowledge and belief:

1. No Federal appropriate funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan – The housing activities to be undertaken with CDBG, HOME, ESG, and, HOPWA funds are consistent with the strategic plan.

Acquisition and Relocation -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – It is consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2013 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force –It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Led-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Pat 35, subparts A, B, J, K, and R;

Compliance with Laws – It will comply with applicable laws.

Signature/Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Signature/Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed in section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1808.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All “direct charge” employees; (ii) all “indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee’s payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee’s payroll; or employees of subrecipients or subcontractors in covered workplaces).



July	August	September	October
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November	December	January	February
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March	April	May	June
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"Creating Communities of Choice"

GENERAL

Executive Summary

This is the fifth year of the City of Wichita's 2009-2013 Consolidated Plan and program activities have been identified to address the needs identified in the Plan and to achieve the mission - to create communities of choice where:

- low to moderate income persons have safe, affordable housing;
- residents realize their full economic and personal potential; and
- neighborhoods are healthy, vibrant and provide quality goods and services.

The Wichita community will continue to face challenges in this fifth program year. In addition to the slow growth of the national and local economies, our community has lost over 2,000 jobs, and the people who are newly unemployed have created an increased need for services which were already not adequately met in this community. Current reductions in funding will have an even greater impact on services in our community.

Components of the Fifth Program Year Action Plan (2013-2014) will provide assistance to persons who are experiencing need for the first time as well as to those who have been without the necessary resources to realize the community's vision. All activities will meet U.S. Department of Housing and Urban Development (HUD) national objectives to benefit low and moderate income persons and prevention and/or elimination of slums and blight.

The City of Wichita's top two 2009-2013 Consolidated Plan priorities are housing and public services; these activities are high priority items in the 2013-14 action plan as well. Safe, affordable housing will provide community stability so that the Public Services which are delivered will have a reasonable expectation of improved quality of life, leading to self-sufficiency for the recipients of Consolidated Plan-funded services.

Plan objectives and anticipated outcomes are detailed in the Housing, Homeless, Community Development and Non-Homeless Special Needs Housing sections of this Fifth Program Year Action Plan.

General Questions

Area Designations

The City has designated several geographic areas for investment of Consolidated Plan funding. They are reflected on the following map, and have been identified based on the income characteristics of the residents as well as the condition of the housing stock and community infrastructure. In general, the approved Fifth Program Year Action Plan will fund projects in the Neighborhood Revitalization Area (outlined in red on the map). However there are several programs which will be restricted to the Local Investment Areas only, to provide a greater visual impact.

A majority of the funds listed in the Fifth Program Year Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) allocations will be expended in these areas.

Table 1
Demographics for the City and Neighborhood Revitalization/Local Investment Areas

	City of Wichita	City of Wichita (excluding NRAs)	Neighborhood Revitalization Areas
Population	332,693	247,251	74,786
White	237,405	196,220	34,273
Minority	95,290	51,033	40,513
Percent Minority	28.64%	20.64%	54.17%
Low/Mod	141,987	88,316	47,664
Low/Mod Universe	321,102	238,863	72,046
Low/Mod Percent	44.22%	39.97%	66.16%
Number of Households	135,047	101,437	28,987
Median Income	\$45,889	\$51,792	\$27,208
Average Per Capita Income	\$17,854	\$24,000	\$11,707
# of Persons Below Poverty	37,597	19,329	16,272
Poverty Universe	328,053	245,425	72,231
Percent Below Poverty	11.46%	7.88%	22.53%
Number Employed	160,244	124,433	30,779
Number Unemployed	9,048	5,393	3,296
Percent Unemployed	5.60%	4.15%	9.67%
Housing Units	147,560	109,026	33,354
Occupied	135,047	101,437	28,987
Vacant	12,513	7,589	4,369
Percent Vacant	8.48%	6.96%	13.10%
Owner Occupied	82,565	67,052	15,179
Renter Occupied	52,484	34,387	15,811
Percent Renter Occupied	35.57%	31.54%	47.40%
# housing units 1939 or earlier	18,333	7,265	9,803
% housing units 1939 or earlier	12.42%	6.66%	29.39%
Median Year Built	1955	1957	1948
Owner Occupied Value	\$85,632	\$100,146	\$40,264
Median Rent	\$552	\$578	\$469

Table 2
Demographics of Each Neighborhood Revitalization/Local Investment Areas

	Core Area*	Planeview	Hilltop
Population	68,733	4,261	1,792
White	31,912	1,249	1,112
Minority	36,822	3,011	680
Percent Minority	53.54%	70.66%	67.95%
Low/Mod	43,241	3,039	1,384
Low/Mod Universe	65,976	4,271	1,799
Low/Mod Percent	65.54%	71.15%	76.93%
Number of Households	26,925	1,289	773
Median Income	\$27,334	\$26,845	\$22,575
Average Per Capita Income	\$11,795	\$9,945	\$11,357
# of Persons Below Poverty	14,737	1,108	427
Poverty Universe	66,175	4,264	1,792
Percent Below Poverty	22.27%	25.98%	23.83%
Number Employed	28,473	1,559	747
Number Unemployed	3,040	169	87
Percent Unemployed	9.65%	9.78%	10.43%
Housing Units	30,807	1,613	934
Occupied	26,925	1,289	773
Vacant	3,883	325	161
Percent Vacant	12.60%	20.15%	17.24%
Owner Occupied	12,425	354	400
Renter Occupied	14,502	935	374
Percent Renter Occupied	47.07%	57.97%	40.04%
# housing units 1939 or earlier	9,468	268	67
% housing units 1939 or earlier	30.73%	16.62%	7.17%
Median Year Built	1948	1946	1947
Owner Occupied Value	\$41,441	\$26,775	\$72,001
Median Rent	\$473	\$392	\$443

Underserved Needs

The needs of the residents and property in the target areas are underserved primarily due to a lack of funds. To counter this condition the City invests CDBG and HOME dollars to a significant degree and encourages private development as well. However many of the neighborhood conditions have accumulated over time and it will take time to address them all.

The primary source of funding will be entitlement funding which will be allocated as detailed in the following pages and in the spreadsheets at the end of this document.

Another strategy to address the underserved needs is to continue to provide incentives for private development in these areas. Incentives that are available in these areas include tax rebates, façade improvement funds, water/sewer tap and plant equity fee waivers, and permit fee waivers.

A third strategy will be to continue to seek partnerships with other government agencies, the private and non-profit sectors, faith-based programs, and the philanthropic community. This strategy has been beneficial on a number of projects and provides a great opportunity to leverage resources and avoid duplication.

Fifth Program Year Action Plan Local Resources

The Fifth Program Year (2013-14) Action Plan utilizes the following anticipated funding levels which are 5% less than 2012-2013 allocations:

CDBG Annual Allocation	\$2,441,263
CDBG Prior year Unallocated funds	\$75,000
HOME Investment Partnerships	\$1,164,011
Emergency Solutions Grant	\$212,219

These funds are proposed for project allocations as summarized below:

Community Development Block Grant

Housing	\$934,733
Public Services	\$1,128,869
Program Administration	\$452,661

HOME Investment Partnerships

Projects/Programs	\$780,651
Community Housing Development Organizations	\$266,959
Program Administration	\$116,401

Note: The City will meet its HOME program 25% match obligation through the value of waived permit fees, tax rebates, other grants or reduced interest loans provided in connection with HOME-funded projects, and donated sites.

Emergency Solutions Grant

Homeless Assistance	\$127,331
Homeless Prevention/Rapid Re-Housing	\$68,972
Administration	\$15,916

The Emergency Solutions Grant will be administered consistent with program regulations and guidance. The Continuum of Care will continue to be engaged in the process of fund distribution. Homeless Prevention will be administered by a service provider in the community. Rapid Re-Housing will be administered by the Housing and Community Services Department.

It is anticipated that the HUD Office of Public and Indian Housing will fund the Wichita Housing Authority as follows:

Housing Authority

Public Housing	\$ 4,126,266
Capital Fund	\$ 1,227,549
Section 8 Housing Choice Voucher Program	\$13,091,796

Managing the Process

Lead Agency

The Housing and Community Services Department is the lead agency for developing and administering the programs funded through the Consolidated Plan. The department's mission – to provide housing and related services to benefit the citizens and neighborhoods of Wichita – is consistent with the goals of the funds which are a part of the Plan. The department is supported by the administrative systems and organizational infrastructure of Wichita City government, which facilitates the approval and execution of contracts, processes payment requests and provides information technology support.

Process Steps

Housing and Community Services Department staff begins the Annual Program Year Action Plan process by preparing estimates of federal funding levels for the coming year. Once the estimates are developed, staff recommends funding levels for various program activities. Staff estimates and projections are presented to the public at District Advisory Boards (DABs) representing each of the six Council districts in the City, and feedback received is incorporated into a preliminary recommendation to be presented for public comment. The staff developed 2013-2014 priority recommendations for City Council approval based on citizen feedback, survey data, consistency with the Consolidated Plan, and in accordance with HUD's national objectives.

The process calls for the package to be presented to the City Council for review and comment – and to the public during the City Council meeting. Once the City Council approves the estimates and recommendations, Requests for Proposals are issued for CDBG projects and invitations to submit applications are issued for HOME-funded activities. Responses are reviewed by staff and by a citizen committee and funding recommendations are adjusted once the final allocations are made available.

In addition, regulations governing the Emergency Solutions Grant require consultation with the Continuum of Care. That step is taken after staff estimates are made and prior to presentation of funding recommendations to the City Council authorizing the 30-day public comment period.

Enhanced Coordination

The City's New Communities Initiative, which became operational in 2012 involves a collaboration of public and private agencies, as well as local and state government, who will all be focused on improving the physical and social conditions of select small areas in four Council neighborhoods. It is led by a

District Investment Team made up of local leaders representing a broad spectrum of government, private and non-profit entities.

Housing and Community Services Department staff participates on various community task forces and in discussions and decision-making sessions with each. They include: PACES Leadership Committee (job training and placement); Basic Needs Community Impact Council; Continuum of Care Coordinating Committee; Homeless Services Provider Network; Tenant Advisory Council (Public Housing), and Homeless Youth Task Force, to name a few. The department's representation on these committees provides a link between the service providers and the Consolidated Plan initiatives.

Citizen Participation

Citizens were asked to comment on priorities for the 2013-2014 Fifth Program Year Action Plan, through presentations at District Advisory Board meetings in December, 2012. Following those presentations citizens were encouraged to complete a survey which asked them to rank their priorities for 2013-2014 budget reductions.

Citizen feedback regarding spending reductions were incorporated into the staff presentation to the Wichita City Council and included preserving funding for public services and reducing or eliminating funding for activities which also receive City general funds. The presentation took the form of a public hearing on December 18, 2012. Following that presentation requests for proposals and applications were distributed, inviting community agencies to propose or apply for funds to deliver services. A committee of citizens appointed by the City Council, the Grants Review Committee (GRC), reviewed the applications and proposals and conducted a public hearing on March 5, 2013, to review proposals and receive citizen comments. They prepared recommendations which were presented in a second City Council meeting on March 19, 2013.

Following that meeting, a formal 30 day public comment period was announced and citizens were invited to comment on the plan from March 20, 2013 through April 18, 2013. Copies of the draft plan were distributed throughout the City at all public library branches and Neighborhood City Halls, as well as at several locations in City Hall and at the Housing and Community Services Department. Additionally, notice of the plan and request for comment was advertised on City-7 News Channel, in the Wichita Eagle, and the Community Voice newspapers. On April 9, 2013, the draft plan was revised to increase the amount of funds available for 2013 summer youth employment activities. As a result of that revision, which was communicated through the above referenced channels, the public comment period was extended until May 10, 2013. (See attached affidavits of publication.) A public hearing was held before the City Council on May 14, 2013, prior to Council approval of the final plan.

No comments were received

Institutional Structure

The City of Wichita has a history of successful administration of federal programs for housing, community planning and development, and the existing institutional structure will continue for the 2013-2014 program year. The Housing and Community Services Department is responsible for administering HUD funding through the Consolidated Plan (CDBG, HOME and ESG), as well as operation of the Wichita Housing Authority which is funded through the Office of Public and Indian Housing. As the administering department, the Housing and Community Services Department utilizes the services of

the City Finance, Administration, Planning and Law Departments to manage grant agreement documents. In addition, the City Manager's Office and Public Works & Utilities Department also have a role in implementing many of the programs which are funded.

The City also contracts with non-profit and for-profit housing developers and service providers, to implement components of the action plans. Fund availability is announced through public City Council hearings and in the media. Service providers are identified through a competitive process – either through a Request for Proposals or Invitation to Apply. Housing developers which have been funded include two certified Community Housing Development Organizations (CHDOs): Mennonite Housing and Rehabilitation Services and Power CDC. These agencies apply for and receive CHDO operating and development funds through the HOME program. For-profit developers may also apply for housing development funding.

A Council-appointed citizens committee, the Grants Review Committee, reviews all CDBG proposals and HOME applications and makes funding recommendations to the City Manager. The City Manager's recommendations are forwarded to the City Council for final approval.

Monitoring

Community Development Block Grant funded programs are monitored in several ways. The Housing and Community Services Department's Community Investment staff carefully review external audit documents submitted by subrecipients in the initial application for funding and make note of any irregularities which must be addressed prior to entering into a funding agreement. City contracts with subrecipients for annual funding include performance measures which require submission of monthly reports on progress toward meeting those goals. City staff reviews all performance and expenditure reports monthly, and a desk audit is conducted following the second quarter for each subrecipient. The desk audit includes review of program accomplishments, expenditures, and support documentation. Comprehensive on-site monitoring takes place in the following situations, at a minimum:

- Within the first year for every new subrecipient
- During any year when a subrecipient fails to take recommended corrective action on two consecutive desk audits
- During the program year for all projects which are at high risk as indicated by risk assessment score
- For any program receiving continuing funds which did not have an on-site monitoring visit during the prior year

A written summary is provided to the subrecipients following each desk or on-site monitoring audit performed during the year. The summary includes progress towards accomplishment of performance measures, timeliness of expenditures, timeliness of reporting, and any other concerns identified, as well as information concerning availability of technical support or assistance.

The HOME Investment Partnerships program monitoring plan includes annual on-site monitoring of all HOME-funded rental projects during the applicable affordability periods. Homeownership projects receiving HOME program assistance for purchase and/or rehabilitation/construction are subject to mortgage liens which are filed with the Register of Deeds of Sedgwick County to guarantee the required affordability period. And finally, during the development process, HOME staff monitors construction progress in order to ensure the validity of reimbursement requests submitted for payment. Such

payment requests are also reviewed to confirm that specific costs are eligible for HOME funding. Construction projects are also monitored by the City's Office of Central Inspection to ensure compliance with applicable building codes.

The City of Wichita is committed to ensuring that funds are utilized to meet HUD national objectives and local goals and mission. This monitoring plan will provide that assurance for the fifth program year.

Lead-Based Paint

The City of Wichita will continue to ensure that recipients of its services have access to housing which is lead safe. It will do so in the following ways.

Home repair projects will either have risk assessments performed prior to construction, or all work contracts will "presume lead." Home repair and emergency assistance projects with a cost of \$5,000 or less are subject to homeowner notification and will be designed to minimize the disturbance of presumed lead-based paint surfaces. Trained workers and safe work practices will be utilized in all projects involving the disturbance of paint in excess of the regulatory levels. Appropriate clearance inspections and reports will be obtained if necessary, and as required. Projects with costs between \$5,000 and \$25,000 are subject to homeowner notification, renovation by trained and qualified workers, temporary relocation of household members and clearance testing. Program staff are licensed Risk Assessors and receive training as necessary to maintain certifications. Regardless of the amount of work performed, all homeowners receive the "Protect Your Family from Lead in Your Home" and "Renovate Right" booklets.

When homes are purchased with HOME funds assistance, realtors are required to provide buyers with a copy of the standard lead-based paint disclosure form and booklet when the purchase contract is signed. Copies are maintained in the City's files. The City also developed a Contract Addendum that is used in connection with the City's down payment and closing cost assistance program. The Addendum advises buyers and sellers that the City's funds are subject to the lead paint regulations, that the City presumes lead-based paint is present in structures built before 1978, and that such structures will be inspected by the City for signs of deteriorated paint. The seller will be required to correct deficiencies and to obtain the required clearance inspections prior to closing. Clearance statements and Lead Presumption notification forms are provided to the buyers at closing. The City will not provide funding for minor rehabilitation in connection with this program.

Housing Authority-owned properties are lead-safe and therefore tenants placed in Public Housing are assured of a lead-safe living environment. Section 8 Housing Choice Voucher holders are also assured of a lead safe environment through the required property inspection process. Prior to issuance of a payment agreement with a landlord, properties are inspected and must meet Housing Quality Standards. Properties built before 1978 with chipped or peeling paint will not pass Housing Quality Standards inspections until the property is free of lead hazards. As an additional precaution, the Section 8 Housing Choice Voucher program also cross references its units with units where children have been identified as having elevated blood levels (EBL) by the Kansas Department of Health and Environment. To date, no subsidized addresses have matched the state's addresses.

The City of Wichita was included in a successful grant application which was submitted by the Kansas Department of Health and Environment (KDHE) to enhance lead elimination activities in Wichita homes. Grant funds from KDHE will be available to CDBG-funded home repairs, specifically related to lead based paint. That program began in 2011 and will continue in the upcoming program year. It represents a

partnership between the City and KDHE in which information on City-funded repair projects below the lead-paint threshold, is shared with local KDHE staff. They evaluate the need and extent of need, for lead abatement services to complement the City's authorized work. As a result, homeowners receive assistance beyond what would have been available.

HOUSING

Specific Housing Objectives

Following are the priorities and specific objectives that the City of Wichita hopes to achieve in the Fifth Program Year.

- *Promote Homeownership* by a) increasing the number of first time homebuyers, b) increasing the housing stock available to first time homebuyers, c) maintain safe housing for existing homeowners through home repair programs.
- *Assist low to moderate income renters* by a) maintaining an occupancy level of 96 percent or higher in public housing units, b) maintaining a 98 percent or higher lease-up rate in the Section 8 program, c) depending on available funding, provide resources to repair property for rent to low to moderate income families and individuals, d) encourage and participate in the development of new affordable rental units.
- *Assist the homeless population* by a) providing funds to support emergency shelter services, b) depending on funding availability provide funds to support transitional housing programs, c) provide funds to prevent homelessness, and d) provide affordable permanent housing.
- *Enhance the quality of life for low to moderate income homebuyers, homeowners, and renters* by a) providing information about maintaining their housing, b) provide information about how to purchase a home, c) provide information and resources about modifying homes to accommodate special needs.
- *Enhance low to moderate income neighborhoods* by a) funding blight elimination programs, and b) funding programs to acquire and rehabilitate blighted properties, c) funding neighborhood infrastructure projects.

The following table details objectives, anticipated resources, and the estimated number of units to be produced or families to be assisted during 2013-2014.

Needs of Public Housing

Since the Wichita Housing Authority is a part of the Housing and Community Services Department, department staff is ideally positioned to deliver comprehensive and coordinated services. In particular, the department encourages Public Housing tenants and Section 8 Housing Choice Voucher holders, to explore the possibility of homeownership with assistance from the HOME program.

Barriers to Affordable Housing

The City of Wichita does not have regulatory barriers to affordable housing however it is silent on policy measures which could enhance the availability of affordable housing. The City of Wichita waives building permit, water, and sewer tap fees in the Neighborhood Revitalization Area for new construction and provides partial tax rebates for a period of five years. These incentives are offered to encourage

development within the central city and are most often used by property owners who are improving residential property.

The greatest barrier associated with housing development and support lies in the marketing of the available programs and incentives. The City continues to identify ways to increase its marketing efforts, primarily through the use of the City's public television channel – City 7.

Specific Housing Objectives: 2013-2014

Objective	Resources	Estimate Funding Amt	Units
Promote homeownership			
A. Increase number of first time home buyers	HOME, local lender pool, local banks and financial institutions	HOME Admin \$116,401 HOME 80 \$383,014	25 1 st time homebuyers
B. Increase number of affordable single family homes for purchase	HOME and local banks and financial institutions	CHDO SF DEV \$266,959 Hsg Dev Loan \$147,637	12 homes
C. Maintain safe housing for existing homeowners through home repair programs	CDBG, HOME, Affordable Housing Program, non-profits, local builders' associations, local job training programs	Home Repair \$546,222	302 homes repaired
Assist low to moderate income renters			
A. Maximize Public Housing inventory by maintaining 98+% occupancy	Office of Public and Indian Housing	Rent Sub \$4,126,266 Cap Fund \$1,227,549	566 households
B. Maximize Housing Choice Voucher program by maintaining 98+% utilization	Office of Public and Indian Housing, Supportive Housing Program	PIH HCV HAP \$13,091,796	2,521 households
C. Provide funds for repairs to property for rent to low to moderate income renters	Local tax incentive programs	None Budgeted	NA
D. Encourage and participate in development of new affordable rental units	Federal Housing Tax Credit program, local tax incentive programs, City Council endorsement	None Budgeted	NA
Assist the homeless population			
A. Provide funds to support emergency services	CDBG ESG	Women's Services \$275,000 Homeless Assistance \$127,331	500 persons 2,000 person
B. Provide funds to support transitional housing programs	ESG	None Budgeted	NA
C. Provide funds to prevent homelessness and provide Rapid Rehousing	ESG	\$68,972	25 households

Objective	Resources	Estimate Funding Amt	Units
D. Provide affordable permanent housing	<ul style="list-style-type: none"> Office of Public and Indian Housing Community Nonprofits City of Wichita general fund Sedgwick County general fund 	VASH \$ 341,820 Housing First \$191,368 Housing First \$191,368	135 voucher units 64 persons (City & County)
E. Administer Homeless Assistance	ESG CDBG	ESG \$15,916 Housing First \$68,593	NA
Enhance the quality of life for low to moderate income homebuyers, homeowners and renters			
A. Provide information as to how to maintain their housing	CDBG, HOME, Office of Public and Indian Housing, community counseling agencies	In-Kind	NA
B. Provide information regarding how to purchase a home	HOME, community counseling agencies, CHDOs	CHDO Operating \$50,000 Homeownership 80 \$7,500	50 persons
C. Provide information and resources to address the need to modify homes to accommodate special needs	CDBG	NIS Admin \$369,091	NA
Enhance low to moderate income neighborhoods			
A. Fund blight elimination programs	CDBG, HOME, CSBG	Not recommended for funding	
B. Fund programs to acquire blighted properties and restore them	HOME	Boarded up \$100,000 Home program	2 homes
C. Fund neighborhood Infrastructure Projects (Sidewalks)	CDBG	CDBG Not recommended for funding	

HOME Investment Partnerships Program

The City of Wichita will use HOME funds consistent with 24 CFR 92.205 (b), and does not plan to use HOME funds to refinance existing debt secured by multifamily housing.

HOME funding will be utilized to provide down payment and closing costs assistance loans for owner-occupant homebuyers with household incomes not exceeding 80 percent of the median income level for the Wichita Metropolitan Statistical Area (MSA). The City's homeownership assistance program is known as HOMEownership 80.

The City will utilize the "recapture" option with its homebuyer assistance program, as described in 24 CFR 92.254, of the HOME regulation. Financial assistance available under the City's HOMEownership 80 program is provided in the form of loans secured by a second and/or third mortgage with an acceleration clause to call the entire note due and payable in the event of subsequent sale or when the property ceases to be owner-occupied. A statement of owner-occupancy is an element of the second mortgage. In the event the re-sale price of the HOME-assisted property is insufficient to pay for closing costs, sales expenses and outstanding mortgage balances, the HOME subsidy loan may be forgiven in whole or in part, provided the seller (original program participant) does not receive any proceeds from the sale of the home at the time of closing. This provision also applies to foreclosure sales.

The City of Wichita believes affordability is best achieved by making HOME subsidies available through zero-interest deferred payment loans, which have no monthly payment obligation. By making these loans due and payable upon re-sale, the HOME funding can be "recycled" in order to carry out additional affordable housing projects. All loan repayments are considered to be Program Income, and must be used in connection with HOME-eligible projects. HOMEownership 80 loan funds repaid during the affordability period are considered to be "recaptured" funds.

The City's loan documents include a provision for partial loan forgiveness, in connection with its HOMEownership 80 program. Upon expiration of the applicable affordability period, the City will forgive 50 percent of the loan provided for down payment and closing costs.

The City will provide a minimum of 15% of its HOME allocation to Community Housing Development Organizations (CHDOs) in order to support the development of affordable housing. Mennonite Housing Rehabilitation Services and POWER Community Development Corporation will receive funding, under the CHDO set-aside, sufficient for the development of a total of eight homes which will be sold to income-eligible homebuyers. The City has restricted the development of such housing to the Neighborhood Revitalization Area and Local Investment Areas, in order to complement other public and private efforts to build up the City's core areas. The City will also provide housing development funding to CHDOs through its Boarded-up HOME Program, and also through its Housing Development Loan Program (HDLP). HDLP funding will also be made available to other non-profit housing development organizations and for-profit developers.

The City of Wichita has a documented and extensive program for outreach to minority and women-owned businesses for the general purpose of government. Procurement processes for the HOME program are governed by these policies which can be found in the attached manual.

HOMELESS

Sources of Funds

During the 2013-14 year, the City of Wichita expects to receive \$212,219 in Emergency Solutions Grant (ESG) funds to assist the homeless population by supporting essential services, maintenance and operations, as well as rapid re-housing and homeless prevention. The Fifth Program Year Action Plan will continue the new program model established with the Emergency Solutions Grant program. The City will administer the rapid re-housing component, while homeless prevention, emergency assistance, and Homeless Management Information (HMIS) components will be implemented by contract with other services providers in the community. A Request for Proposals will be issued following approval of this Action Plan and proposals will be evaluated by the local Continuum of Care. Organizations which serve victims of domestic violence who receive support from the Community Development Block Grant (CDBG) program, Public Services category, will also be eligible to apply for ESG funding.

The City of Wichita and Sedgwick County have also committed general funds to pay for rent subsidies for chronically homeless persons participating in the Housing First program. In the Housing First program, chronically homeless persons are offered immediate permanent housing with the option of receiving supportive services. All participants agree to meet at least weekly with a case manager and to adhere to the lease requirements. City staff administers this program.

Homelessness

The Fifth Program Year Action Plan will provide funding support to each phase of the continuum of services outlined in the 2009-2013 Consolidated Plan. Emergency assistance will be provided to homeless individuals and families with support from the ESG program. In addition, persons fleeing domestic violence environments will receive shelter and counseling through ESG and CDBG funds. There are no obstacles foreseen due to the fact that the homeless services provider network collaborates on a regular basis to avoid duplication and enhance seamless service delivery.

Work will continue in our community to address the needs of homeless young adults. Some of this population have aged out of foster care and have rejected the discharge planning available through those programs. Others have been kicked out of their homes. A disturbing number of these young persons have children of their own. Two local task forces, one led by the Wichita Mayor, have identified options for providing safe, healthy alternatives for this population. Both groups have representatives from government, the faith community, current service providers, and citizens not affiliated with any agency or program. Implementation is pending the availability of funding.

Chronic Homelessness

The Task Force on Ending Chronic Homelessness presented a five-point plan to the Wichita City Council and the Sedgwick County Commission in March, 2008. The five points of the plan are: 1) Establish a one-stop resource and referral center; 2) Implement a Housing First program; 3) Identify strategies to meet unfilled needs for emergency shelter for the next 2-3 years; 4) Identify sustainable funding sources; and 5) Create an oversight committee to ensure implementation of the other four strategies. The oversight committee is in place and the Housing First program has been implemented. The Resource and Referral Center opened in February, 2012 and continues to experience a high volume of participation from the homeless community.

Homelessness Prevention

Homeless prevention will be addressed through the ESG program, which includes additional funds leveraged by service providers in our community.

Discharge Policy

Foster Care Discharge Protocol

Kansas Department for Children and Families (DCF) has adopted a policy that would prevent discharging homeless individuals from publicly funded institutions or systems of care into homelessness or into HUD funded programs for the homeless. The policy was approved December 2006. The policy states that staff will ensure to the maximum extent practical and when appropriate that all individuals who are discharged from State funded institutions or systems of care have housing options available in order to prevent being discharged into homelessness. Youth who leave the foster care system because they have attained 18 years of age are eligible to participate in Independent Living Services through the Chafee Foster Care Independence Program. This is a voluntary program and youth may choose not to participate. Prior to discharge/release at 18 years of age, youth receive information concerning transitional planning which includes information on housing, employment and educational services available to them through the Independent Living Program. Transition plans do not include direct discharge to homeless shelters.

DCF has six Regional Independent Living Coordinators who help children in Foster Care transition into adulthood.

Health Care Discharge Protocol

The Kansas Department on Aging follows state and federal regulations in relation to discharge planning however neither the state nor federal regulations address assurance that residents will be discharged into housing. The Kansas Department on Aging has agreed to be a member of the Kansas Interagency Council on Homelessness. The same applies to general health care facilities. They are bound by state and federal regulations but assurance that housing will be available is not in the regulations. The Kansas Hospital Association will be asked to join the Kansas Interagency Council on Homelessness.

Mental Health Discharge Protocol

Kansas Department for Children and Families (DCF), which includes Mental Health Services, has adopted a formal policy that would prevent discharging homeless individuals from publicly funded institutions or systems of care into homelessness (or into HUD funded programs for the homeless). The policy was approved December 2006. The policy states that staff will ensure to the maximum extent practical and when appropriate that all individuals who are discharged from State funded institutions or systems of care have housing options available in order to prevent being discharged into homelessness. DCF-MH has developed a strategic plan to standardize the discharge planning protocol among all three State Mental Health Hospitals. A brief summary of the charge to the planning committee is: 1. Develop Discharge Protocol; a. develop a hospital discharge protocol that addresses continuing care needs; b. the protocol should address the needs of special populations and co-occurring issues (Mental Retardation/Substance Abuse, offenders, behavioral issues aging, homeless); c. protocol should describe how sharing and improving access to records will occur across systems. Agencies involved are: Social and Rehabilitative Service-Disability and Behavioral Health Services, Association of Community Mental Health Centers, Department of Education, Larned State Hospital, Mercy Regional Hospital, Area Mental Health Center, Prairie View Mental Health Center, Kaw Valley Center, Kansas NAMI, Osawatomie State

Hospital, Topeka Independent Living Center, Havilland Nursing Facility for Mental Health, Wichita State University, Value Options, consumers of mental health services and their family members

Corrections Discharge Protocol

The Kansas Department of Corrections has a formal policy regarding release and discharge planning, with planning for all offenders beginning at 16 months pre-release, or upon admission if their length of incarceration is less than 16 months. Offenders are assessed for risk and need, and plans are developed for their return to the community. Specialized reentry and discharge planning staff are in all facilities working with offenders. Housing specialists in Topeka, Kansas City and Wichita support release and discharge planners in their effort to find suitable housing for offenders. There are still many barriers, but the issue is receiving a lot of attention by case managers and specialists in the corrections system.

COMMUNITY DEVELOPMENT

The City of Wichita's non-housing priority community development needs have been identified in various neighborhood plans. Specifically they include public facilities such as improved sidewalks, street improvements and street layout. These are most frequently mentioned in each of the five plans for the target areas and are therefore rated at the highest priority level. In addition the neighborhood plans include the need for new or improved neighborhood parks, open spaces and pedestrian walkways.

The plans also stress the need for community gathering places so that residents can be informed and have a voice in their future. The Neighborhood City Halls currently provide that outlet and the Community Development Block Grant-funded positions at those facilities promote the use of the Neighborhood City Halls for the benefit of the surrounding neighborhoods. In the Fifth Program Year Action Plan, the Neighborhood Assistants and costs related to Neighborhood City Hall services will be funded in the amount of \$393,431 to continue to provide this service.

Public Services initiatives address priority needs mentioned in neighborhood plans as well as in responses to priority needs surveys which the City conducts in preparation of five year and annual plans. Youth crime prevention and enrichment programs will be funded in the Fifth Program Year Action Plan in the amount of \$125,000. CDBG funds totaling \$171,650 will be allocated for summer employment programs for youth between the ages of 14 and 17. Programming will include The Way to Work summer youth employment program which was piloted during the 2012-13 program year for youth ages 14-15 whose families receive rental assistance/housing through Wichita Housing Authority programs. In addition, \$75,000 of this allocation will be available for community based programs selected through an RFP process, to provide summer employment for 100% income-eligible youth.

Specific Objectives

Following is a summary of specific objectives listed in the 2009-2013 Consolidated Plan, Housing and Community Development Activities chart. These activities continue to guide funding decisions.

Public Facilities and Improvements

- 03: develop or improve 4 parks and/or neighborhood centers
- 03A: develop one senior center following consultant needs assessment (Long Term)
- 03C: develop resource and referral center for the homeless
- 03E: develop or expand neighborhood meeting space in at least one target area (Long Term)
- 03F: develop new parks in target areas (Long Term)

03I: create flood drain improvements in target area (Long Term)
03J: create water and sewer improvements (Long Term)
03K: initiate street improvements (Long Term)
03L: complete 5 sidewalk projects

Clearance and Demolition

04: Fund 39 projects

Public Services

05: fund 8 public services projects
05A: provide 10 units of services for seniors
05D: fund 5 youth projects
05E: develop or improve 4 transportation projects (Long Term)
05F: fund substance abuse treatment services (Long Term)
05G: fund 2 projects that serve victims of domestic violence
05H: fund or support one employment training program
05I: fund or support one crime awareness program
05J: fund or support one fair housing activity
05K: fund one project to increase access to health services (Long Term)
05Q: provide support for one subsistence payment program

Other

12: provide funds or support for the construction of 21 single family homes (HOME)
13: provide funds or support for direct homeownership assistance
14A: provide funds for rehab of 240 single unit residential projects (CDBG)
14B: provide funds for rehab of multi-family residential projects (Long Term)
14F: provide funds for 40 improvements to single family properties which increase energy efficiency
14G: provide funds to acquire 20 properties for rehabilitation
14H: provide funds for administration for rehab projects
14I: provide funds for 6 projects which address lead paint testing and/or abatement
16A: provide funds for 4 residential historic preservation projects
16B: provide funds for one non-residential historic preservation project
17A: fund 2 land acquisition projects (Long Term)
19E: utilize CDBG funds to rehab 20 foreclosed properties

Planning

21A: fund 6 positions to administer Consolidated Plan programs
21B: provide funds to cover 5 units of indirect costs to support Consolidated Plan programs
21D: fund 1 fair housing activity

HOPWA

The City of Wichita does not administer HOPWA funds.

HOME

Produce 21 new owner units
Provide homeownership assistance to 39 homebuyers

Antipoverty Strategy

The City of Wichita will continue to support the programs which are the primary focus of antipoverty strategies. Although not funded through the Consolidated Plan, the City's Career Development Office receives Community Services Block Grant funds. These and other financial resources are used to assist persons referred by the State Department of Social and Rehabilitation Services or those who self-refer, to obtain or improve their employment status. This office also helps connect participants with support networks to prepare them for self-sufficiency. During a City reorganization in April, 2010, the Career Development Office was aligned within the Housing and Community Services Department.

A special grant was received from the AT&T Foundation to provide employment services to persons who are housed through the Housing First program. This is a population which was formerly chronically homeless but has become stabilized in housing through this program which is jointly funded by the City and County. The grant is providing them with educational tools and training in order to obtain and keep a job.

The Wichita Housing Authority will also continue to offer the Family Self-Sufficiency program which is designed to help Housing Choice Voucher holders establish and reach self-sufficiency goals. This program's goal is to maintain a minimum of 160 families in the program.

The City will refer clients to case managers who have received SSI/SSDI Outreach, Access and Recovery (SOAR) training so that they can receive assistance applying for Supplemental Security Income benefits.

NON-HOMELESS SPECIAL NEEDS HOUSING

The City of Wichita does not receive HOPWA funding as an entitlement grant. Thus, the needs of persons living with HIV/AIDS are addressed in the context of City programs which serve any special needs population.

In Wichita, the Sedgwick County Housing Department administers the Shelter Plus Care program and one of the active partners in that operation is Positive Directions, which is an AIDS Service organization. Positive Directions staff makes referrals to the Housing Department and when certificates are available, clients are housed with rent subsidies. Positive Directions provides case management support during the period the client is housed. This program will continue using federal funds made available through the Continuum of Care.

The Kansas Department of Health and Environment also contracts with local service providers for delivery of services to this population using HOPWA funds. The City of Wichita is confident in the ability of these providers to work on behalf of their clients by locating suitable housing and providing appropriate supportive services.

Kansas Care Through Housing is the HOPWA- (Housing Opportunities for People With Aids)-funded program, which is sponsored by The University of Kansas School of Medicine-Wichita, Medical Practice Association (UKSM-W MPA). All guidelines established are in compliance with HUD and HOPWA. Assistance is provided regardless of race, religion, color, sex, sexual preference, disability, veteran's status, national origin or ancestry.

PROGRAM INCOME AND CARRYOVER FUNDS

Program income is anticipated from the CDBG and HOME programs, and will be allocated as follows.

CDBG – Revolving Loan Program

In 1976, the City established a CDBG-funded Deferred Loan program for major home repair, and receives an average of \$25,000 per year from loan repayments. Once payments reach an amount sufficient to fund additional projects, the funds are transferred into the existing loan program account. It is anticipated that funds will be transferred in the 2013 program year as available and to meet needs identified in the Consolidated Plan. The transfer of funds will require approval by the City Council, in a public meeting.

CDBG – All Other Income

For all other program income, funds will be directed to increase funding in existing programs related to home repair and neighborhood capital improvements; to fund neighborhood initiatives; and to assure continuation of certain public service activities.

HOME – Program Income

The HOME program anticipates receipt of approximately \$200,000 in program income during the 2013 program year. Funds will be allocated to existing CHDO set-aside, Housing Development Loan Program, and Boarded -Up Home program activities.

None of the preceding transactions will trigger a substantial amendment to the Consolidated Plan based on the amount of program income anticipated. It is understood that program income-funded activities will expend program income prior to drawing entitlement funds.

PUBLIC PARTICIPATION

The City of Wichita Fifth Program Year Action Plan was made available for public review and comment from March 20, 2018 until May 10, 2013 online and at the following locations:

City Hall

455 N. Main Street

Wichita, Kansas

- City Council Office, 1st Floor
- Metropolitan Area Planning Department, 10th Floor
- City Manager's Office, 13th Floor

Housing and Community Services Department

332 N. Riverview

Wichita, Kansas

Wichita Public Library, Central and all branches

223 S. Main Street

Wichita, Kansas

- Alford
- Angelou Northeast
- Comotara
- Evergreen
- Linwood Park
- Orchard Park
- Rockwell
- Westlink

Neighborhood City Halls

- Atwater, 2755 E. 19th Street North
- Stanley, 1749 S. Martinson
- Evergreen, 2700 N. Woodland
- Colvin, 2820 S. Roosevelt

Oral comments were also solicited at a public hearing held May 14, 2013, during the City Council meeting on the first floor of City Hall, 455 N. Main, Wichita, Kansas. Anyone requiring an auxiliary aid or services for effective communication with the City of Wichita personnel could contact the ADA coordinator in the office of the City Manager no later than 48 hours before the scheduled event. No comments were received.

2013-2014 CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 5-14-13

CDBG - CAPITAL		2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
COMMUNITY DEVELOPMENT BLOCK GRANT						
Capital Projects/Demolition						
Public Works & Utilities		\$0	\$75,000	\$0	\$0	\$0
Street or Sidewalk Repair						
Office of Central Inspection		\$150,000	\$100,000	\$0	\$0	\$0
Demolition and Clearance of Damaged and Unsafe Buildings						
Total - Capital Projects		\$150,000	\$175,000	\$0	\$0	\$0
CDBG - HOUSING						
COMMUNITY DEVELOPMENT BLOCK GRANT						
Housing Activities						
Neighborhood Cleanups		\$50,000	\$50,000	\$19,420	\$19,420	\$0
Housing and Community Services						
Staff and Administration - Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead based paint clearance inspections for all CDBG funded Home Repair Program activities, as well as site inspections for HOME limited and ESG funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program, including the servicing functions related to over 5,000 loans in the existing loan portfolio.						
	Amount from Annual Allocation	\$345,908				
	Amount from Prior Year Unallocated	\$79,000				
Home Repair		\$664,467	\$546,222	\$546,222	\$546,222	\$0
Rental Housing Loan Program		\$0	\$0	\$0	\$0	\$0
Total - Housing Projects		\$1,140,375	\$985,313	\$934,733	\$934,733	\$0
CDBG - NEIGHBORHOOD INITIATIVES						
COMMUNITY DEVELOPMENT BLOCK GRANT						
Neighborhood Stabilization						
Funds Available for Reallocation		\$321,000	\$0	\$0	\$0	\$0
Total - Neighborhood Initiatives		\$321,000	\$0	\$0	\$0	\$0

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2013-2014 CONSOLIDATED PLAN ALLOCATION PROPOSED RECOMMENDATIONS CC 5-14-13						
HOME PROJECTS	2011-2012 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 RECOMMENDATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION	
HOME INVESTMENT PARTNERSHIPS PROGRAM						
HOME Activities						
HOME Investment Partnerships Administration	\$148,563	\$107,518	\$99,290	\$99,290	\$0	
HOME Indirect Costs	\$11,959	\$15,010	\$17,111	\$17,111	\$0	
HOME Operating Funds for CHDO's	\$50,000	\$50,000	\$50,000	\$50,000	\$0	
Operating Funds Power CDC						
Operating Funds MHRS						
HOMEownership 80 Program	\$647,001	\$429,266	\$363,014	\$363,014	\$0	
Boarded-up House Program	\$200,000	\$100,000	\$100,000	\$100,000	\$0	
Housing Development Loan Program	\$247,706	\$235,000	\$147,637	\$147,637	\$0	
Deferred Loan Program	\$0	\$0	\$100,000	\$100,000	\$0	
Total HOME Projects	\$1,305,229	\$936,814	\$897,052	\$897,052	\$0	
HOME INVESTMENT PARTNERSHIPS PROGRAM						
CHDO Set Aside Projects						
CHDO Set Aside - Total Allocation	\$339,049	\$288,461	\$266,959	\$266,959	\$0	
Amount from Annual Allocation	\$300,000	\$288,461				
Amount from Prior Year Unallocated	\$39,049	\$0				
Mennonite Housing Rehab Services (MHRS)	\$176,144	\$149,270	\$175,000	\$175,000	\$0	
- Single Family Home Development						
Power CDC	\$162,905	\$130,730	\$91,959	\$91,959	\$0	
- Single Family Home Development						
Universal Design	\$0	\$8,461	\$0	\$0	\$0	
Unallocated CHDO Set Aside Funding	\$0	\$0	\$0	\$0	\$0	
Total CHDO Set Aside Projects	\$339,049	\$288,461	\$266,959	\$266,959	\$0	
Subtotal - HOME & CHDO Set Aside Projects						
*This amount includes \$39,049 re-allocated from prior year unspent CHDO funds						
UNALLOCATED TOTAL	\$39,049	\$0	\$0	\$0	\$0	
ANNUAL ALLOCATION - HOME	\$1,605,229	\$1,225,275	\$1,164,011	\$1,164,011	\$0	
GRAND TOTAL - HOME	\$1,644,278	\$1,225,275	\$1,164,011	\$1,164,011	\$0	

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City of Wichita
City Council
April, 2012

Carl Brewer, Mayor
Pete Meitzner, District 2 and Vice Mayor
Lavonta Williams, District 1
James Clendenin, District 3
Jeff Blubaugh, District 4
Jeff Longwell, District 5
Janet Miller, District 6



City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ended March 31, 2013

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the transactions and adjustments that will be reflected in the Comprehensive Annual Financial Report for the fiscal year.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, tax abatements, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended March 31, 2013.

City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Kansas Department of Health and Environment Consent Order CASE NO. 13-E-1 BOW

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the Consent Order CASE NO. 13-E-1 BOW and authorize the City Manager to sign the order; approve the Phase 2 Risk Assessment contract with CH2M Hill; and, authorize payment to the State of Kansas for compensatory damages in the amount of \$243,195.

Background: On May 25, 2012, a fish kill was discovered on the Arkansas River (river), south of the City of Wichita Sewage Treatment Plant #2 (Plant 2), near the 71st Street river access point. Kansas Department of Health and Environment (KDHE) records indicate 885 dead fish were officially counted. On May 26, 2012, City staff, in conjunction with KDHE investigators discovered partially treated effluent discharging into the river from the Plant 2 outfall. It was determined that a gate valve on a 72-inch pipe had been leaking partially treated effluent into the river outfall for an extended period of time. Immediate actions were taken to address the leak and the final repair was completed on June 1, 2012. KDHE determined the leaking gate valve was not detected by routine sampling because the permit required sampling at the oxy charger basin (upstream of the river outfall) and not at the river outfall. Operational improvements including sampling at the outfall and staffing changes have been implemented as a result of this incident. Consulting work to assess capacity, management, operations and maintenance of sewage treatment is work that was being contemplated prior to the release and will now advance as a result this incident.

Analysis: The KDHE is a duly authorized agency of the state of Kansas created by an act of legislature. The Secretary of the KDHE has general jurisdiction over matters involving the environment and the public health of the people of Kansas, K.S.A. 65-101 *et seq.*, including general jurisdictional matters involving the discharge of sewage, K.S.A. 65-161 *et seq.*

The Consent Order CASE NO. 13-E-1 BOW (CO) issued by the Secretary of KDHE is intended to ensure that proper steps are taken for identifying and mitigating risks to the Arkansas River and other waterways related to the City's wastewater and water treatment infrastructure. City staff and KDHE have negotiated settlement of the issues raised within the CO and have reached agreement pursuant to the Terms and Conditions of the Settlement (see attached CO).

The CO has three primary requirements:

1. **Civil Penalty.** KDHE has proposed a civil penalty in the amount of \$455,000 for violations of the Plant 2 NPDES permit. The City requested, and KDHE agrees to the penalty being directed towards City sewer treatment improvements through a Supplemental Environmental Project.
2. **Supplemental Environmental Project (SEP).** A set of actions together constitute that project:
 - Phase 1. Submit a plan for a Water Quality Monitoring Network and implement the plan.
 - Phase 2. Conduct a Capacity, Management, Operation, and Maintenance (CMOM)-like assessment for Wastewater Treatment Plant No. 2, submit a report outlining that assessment, and negotiate a schedule for construction of risk reduction projects identified in the report.

- Phase 3. Conduct a CMOM-like assessment for Treatment Plants 1, 3, 4, and 5 and all of the sewage pump/lift stations. In addition, provide an assessment of the main Water Treatment plant limited to portions that could pose a risk for discharging into the river; and, provide an assessment of the sewer collection system utilizing the existing inspection, maintenance and reporting program. As with Phase 1, both parties will meet and negotiate a schedule of compliance.
3. **Compensatory damages.** Upon execution of the CO the City shall remit to the State of Kansas restitution in the amount of \$243,195 for lost and damaged resources.

The CO and SEP trigger the need for specialized services by neutral third party service providers. This Council agenda item includes a consulting contract for the Phase 2 Risk Assessment with CH2M Hill in the amount of \$460,000. The Phase 3 Risk Assessment will be conducted according to the schedule in Attachment 1 of the CO. The Phase 1 Enhanced River Monitoring will be provided with existing staff.

Financial Considerations: Costs for this business item total \$703,195. This amount includes \$243,195 in compensatory damages to be paid to the State of Kansas and \$460,000 in services that will be of direct benefit to sewage treatment. Funding for the compensatory damages payment and the risk assessment consulting work will come from the sewer maintenance CIP account. The Phase 3 Risk assessment financials will be provided when the scope of work and costs are defined.

Legal Considerations: The Consent Order CASE NO. 13-E-1 BOW has been reviewed and approved as to form by the Law Department. The contracts have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Consent Order CASE NO. 13-E-1 BOW and authorize the City Manager to sign the order; approve the CH2M Hill Phase 2 Risk Assessment Contract and authorize the necessary signatures; and, authorize payment for compensatory damages to the State of Kansas in the amount of \$243,195.

Attachments: Consent Order CASE NO. 13-E-1 BOW; contract with CH2M Hill for the Phase 2 Risk Assessment.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

CH2M HILL Engineers, Inc.

for

SEWER AND WATER CONDITION ASSESSMENT 2013

PROJECT NO. 468-84848

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and CH2M HILL Engineers, Inc., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to assess the condition of the sewer and water treatment plants.

The work will be conducted under the direction of the City Engineer or his designated representative, with milestone reviews. The major components of this PROJECT will include, but not be limited to:

1. Develop a detailed scope and schedule.

2. Conduct a condition assessment that includes physical, operational, and staffing.
3. Assess the risk of mission failure.
4. Develop options to reduce risk.

The facilities to be addressed under this contract include:

1. Plant No. 2 Lower Arkansas River Water Quality Reclamation Facility

A detailed scope of services is attached as Exhibit A, attached hereto and incorporated into this Agreement. All services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement in accordance with the Milestone Schedule set forth in Exhibit B, attached hereto and incorporated into this Agreement. Compensation for completed work shall be in accordance with the terms of this Agreement as reflected in Exhibit C, attached hereto and incorporated into this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to assess the condition of the CITY's sewer and water systems and to perform PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses, for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY or its authorized representative for inspection.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Non-Discrimination and Equal Opportunity/Affirmative Action Program Requirements as set forth in Exhibit "D" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and

sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit B; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, models, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alternation or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following is-

suance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER. Available data and materials shall be provided to the ENGINEER in a timely fashion.
- B. To provide CITY standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time related charges for labor, per attached rate table shown in Exhibit "C" and direct expenses, but the total of all payments shall not exceed \$460,000 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to this PROJECT
 - 4. A major change in the scope of services for the PROJECT.

- D. If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. The Study Report, model(s), presentation materials, and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the City. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire" under the provisions of United States copyright laws. In the event any of the works is ever determined not to constitute or qualify as a "work made for hire," ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
Gary Rebenstorf, Director of Law

CH2M HILL Engineers, Inc.

Kevin Heffernan
Kevin Heffernan, Business Vice President

ATTEST:

Al Rivas

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF WICHITA, KANSAS

SEWER AND WATER CONDITION ASSESSMENT 2013

(Project No. 468-84848)

Introduction

CH2M HILL Engineers, Inc. (ENGINEER) will conduct an assessment of the City of Wichita's (CITY) wastewater infrastructure and determine the relative risk of infrastructure asset failure and identify risk mitigation options to reduce the risk of failure to acceptable levels. In addition, the ENGINEER will evaluate staffing levels and needed staff competencies to support the efficient and effective operations and maintenance of the wastewater infrastructure. An assessment of Standard Operating Procedures (SOPs) for operations and maintenance of the infrastructure will also be performed.

This project includes the following infrastructure:

Water Infrastructure

- No Facilities Included

Wastewater Infrastructure

- Plant No. 2 Lower Arkansas River WQRF
-

Project Management

Purpose: Establish and maintain effective communication and project scope, schedule, and budget control throughout the duration of the project.

ENGINEER will perform the following activities:

1. Develop a Project Management Plan (PMP):
 - 1.1. Field Safety Instructions (FSI) will be developed and updated as needed to reflect work for this project.
 - 1.2. Project team instructions and work plans will be developed for direction in completing the scope of work.
 - 1.3. Quality Management Plan will be developed for quality assurance/quality control (QA/QC) activities to be accomplished during the scope of work.
 - 1.4. Procedure for managing security sensitive documents and electronic files.
2. Project Oversight
 - 2.1. Plan, coordinate and oversee risk and condition assessment team activities.
 - 2.2. Participate in monthly coordination meetings with CITY Engineer.
3. Progress Reporting and Invoicing:
 - 3.1. Prepare monthly progress reports and invoices for submittal to CITY Engineer.

4. Subconsulting Agreement Set Up and Administration; Subconsultant contracts will be established for:
 - 4.1. WWTP #2 treatment plant risk and condition assessments.

Project Management Deliverables:

1. Project Management Plan including Field Safety Instructions, Quality Management Plan, Project Team Work Plan, and Document Control Procedures for security sensitive documents and electronic files.
2. Monthly Progress Status Reports and Invoices.

Other Project Management Assumptions:

1. Eight monthly coordination meetings in Wichita will be attended by the Project Manager with two of these meetings attended by the Project Director.
2. Four KDHE review workshops, in Topeka as directed by the CITY, will be attended by the Project Manager.
3. Two subconsultant agreements will be executed and administered.

Project Tasks

Task 1.1: Gather Information and Data

At the beginning of the project, ENGINEER will request information and data concerning the water and wastewater systems. Additional and more specific information and data will likely be requested during the course of the project. If specific asset data are not documented and require extensive staff interviews to gather, ENGINEER will notify the CITY of the estimated additional effort required before beginning to gather that information. Examples of the initial information and data request will include the following:

Detailed organizational charts ¹	Service area maps
Expense Budget by line-item ¹	Master Plans / Facility Plans
Capital Budget by project ¹	Description of facilities and site plans
Actual expenditures by line item and project ²	Asset register (i.e., inventory with detail)
Staffing levels by position	Operating reports
Position descriptions	Maintenance / repair records
Employee tenure by position	Maintenance schedules
Employee turnover by position ²	Standard Operating Procedures
Staffing and organizational reports	Condition and performance assessment results
Overtime records ²	Safety inspection reports ²

Description of staffing by facility and shift	Levels of service targets and actual ²
Description of stand-by / on-call staffing	Performance measure targets and actual ²
Safety incident reports ²	Description of CMMS, GIS, other IT applications
Description of training program	Work order reports (open, completed, backlog, etc.)

¹ Current, proposed, and past 3-years

² Year-to-date and past three years

Task 1.2: Asset Management Framework

Subtask 1.2.1 Establish and Charter the Utilities Asset Management (UAM) Team

ENGINEER will facilitate the formation of the wastewater Asset Management Team, which should include manager-level staff from the following divisions: Administration, Engineering, and Sewage Treatment. The CITY may also want to include representatives of other relevant CITY departments (e.g., Finance, Risk Management & Safety) on the UAM Team. The UAM Team will serve as the link between the CITY and ENGINEER throughout the project. Team members will provide information and guidance to ENGINEER. At times, it will be beneficial for the UAM Team to form functional teams of other staff members to focus on specific asset groups.

ENGINEER will kick-off the project with a half-day workshop with the UAM Team, during which the work plan and schedule will be reviewed and the UAM Team will be chartered. The workshop will confirm critical success factors for the project, project milestones, project protocols, and team member roles and responsibilities, all of which will be summarized in the UAM Team Charter.

Subtask 1.2.2 Establish Levels of Service (LOS)

ENGINEER will review the Utility's current LOS and targets, as well as performance measures and targets, and will develop a recommended list of service level categories for consideration by the UAM Team. Our experience with developing asset management programs for many other utilities suggests that six categories of service levels are typically appropriate. A half-day workshop with the UAM Team will be held to establish the levels of service and their targets.

Subtask 1.2.3 Develop Asset Hierarchy

ENGINEER will work with the Asset Management Team to develop a high-level asset hierarchy for both the infrastructure assets included in Phase 1 from field visits, existing drawings, data-

bases, and staff knowledge. The asset hierarchy comprises individual major assets and logical groups of minor assets in a “parent-child” relationship. The “depth” of the hierarchy depends on the type of asset and may extend to the fourth or fifth levels of the hierarchy, or beyond. It is assumed that functional teams will be established by the UAM Team to work with ENGINEER in developing the hierarchy details. ENGINEER will prepare draft asset hierarchy for review by the UAM Team.

Subtask 1.2.4 Develop Consequence and Likelihood Matrices

In a half-day workshop, ENGINEER will work with the UAM Team to develop the criteria and scoring systems for quantifying the consequence and likelihood of asset failure. Since failure is defined as an asset not meeting its desired levels of service, the criteria and scoring system for consequence of failure will be aligned with the levels of service established (Subtask 1.2.2). The likelihood of failure criteria and scoring system will also be developed with the UAM Team. Both scoring systems will be designed as a matrix.

Subtask 1.2.5 Perform Initial Risk Assessment

ENGINEER will work with the UAM Team and the designated functional teams to evaluate assets and asset groups by applying the Top-Down approach to the asset hierarchy. Assets will be evaluated down to the fourth or fifth level of the asset hierarchy for consequence and likelihood of failure, as appropriate, based on the risk of the parent asset. Input from the UAM Team and functional teams are crucial to understanding and scoring both the consequence of failure and the likelihood of failure. ENGINEER will also review available asset records and data from sources, such as work order management systems, and query staff to obtain information on asset performance and condition. Consequence and likelihood will be quantified using the matrices developed in Subtask 1.2.4. The relative risk among the individual major assets and asset groups will then be calculated using an Excel spreadsheet. The assets and asset groups will be prioritized by risk, consequence and likelihood, and presented in a meeting with the UAM Team for discussion and for determination of an acceptable level of risk.

Task 1.3: Condition Assessments

Subtask 1.3.1 Planning for On-Site Condition Assessments

Based upon the results of the risk assessment, ENGINEER will prepare a prioritized list of assets recommended for field condition assessment. In general, higher priority will be given to assets having a relatively high consequence score and for which the level of confidence in staff’s knowledge of the assets’ physical condition is not high (i.e., a detailed condition assessment has not recently been performed). The prioritized list will be presented to the UAM Team for comments, additions and deletions. The list will be finalized indicating the selected assets to be assessed, and a schedule for conducting on-site condition assessments will be prepared. The following are examples of asset categories that may be included in the condition assessment plan.

- Pumps
- Motors (electric)
- Vacuum systems
- Compressed air systems
- Electrical equipment
- Boilers
- Heat exchangers
- Instrumentation
- Generators
- Tanks
- Piping and valves (exposed)
- Vaults
- Blowers
- Miscellaneous mechanical equipment

For each of the assets selected for condition assessment, ENGINEER will review available information on the assets' characteristics, drawings, maintenance history, and data from instrumentation/SCADA systems. ENGINEER will then conduct a full-day workshop with the UAM Team and functional teams to develop a common understanding of the information to be collected for each asset category, and decide on the set of criteria to be used in the condition assessments. ENGINEER will provide standardized asset condition assessment criteria and a flow chart of a standardized data collection process as a starting point for the workshop. The condition assessment workshop will be facilitated to reach consensus on the data to be collected and the actual data collection process to be used. The selected criteria and asset data will be uploaded into ENGINEER's Asset Condition Evaluation System (ACES).

Subtask 1.3.2 Conducting On-Site Condition Assessments

The condition assessment team(s) will consist of individuals experienced in water and wastewater electrical systems, mechanical systems and instrumentation, including SCADA systems. Should condition assessments of structural, architectural or building components be necessary, appropriate experts will be added to the condition assessment team(s). Condition assessment team members will evaluate the apparent condition of the assets using direct observation methods and the criteria selected in Subtask 1.3.1.

While most condition assessment factors will be specific to the type of asset being assessed, the following are general condition assessment factors that are common to several types of assets:

- Corrosion (visual inspection only)
- Lack of evidence of preventive maintenance
- Lack of evidence of calibration
- Evidence of wear or deterioration
- Inability of asset to perform designated function
- Excessive vibration
- Thermographic results
- Unusual noise, heat or smell
- Safety issues
- Compliance with current equipment standards and parts availability

Information will be captured using laptops, tablets or other hand-held devices running the ACES application. All assets will be graded in accordance with the guidance of the International Infrastructure Management Manual, using a condition grade of one (1) through five (5), with one (1) being very good and five (5) being very poor. Digital photos will be taken of assets receiving a condition grade of 3, 4 or 5. Notes will be maintained to assist the condition assessment team, including those assets which are outliers (i.e., near new, or obviously nearing end of useful life).

Task 1.4: Risk Determination and Mitigation

Subtask 1.4.1 Risk Assessment Refinement

The initial risk assessment conducted under Subtask 1.2.5 will be refined by replacing the initial condition score of assets with the actual condition score determined from the on-site condition assessments. If a condition assessment was not done for an asset, the initial condition score will be kept. Asset risk will be recalculated, and an updated ranking of assets by relative risk and likelihood of failure will be developed. The rankings will be presented to the UAM Team in a half-day workshop. The UAM Team will be asked to select assets to be addressed in the next subtask (1.4.2) of identifying and evaluating risk reduction options.

Subtask 1.4.2 Identify and Evaluate Risk Reduction Options

Once the relative risk of the assets and asset groups is finalized, ENGINEER will work with the UAM Team to identify risk reduction options for those assets having an unacceptable level of risk. Risk reduction options may include capital improvement projects, modification of O&M protocols, or other actions that can lead to a reduction in the consequence and/or likelihood of asset failure.

ENGINEER will develop order-of-magnitude cost estimates and determine the degree of risk reduction for each option selected, calculate the expected ratio of risk reduction-to- cost, and present the results to the UAM Team. Costs will be developed based on ENGINEER's cost data and input from the CITY's staff. In a facilitated one-day workshop, the UAM Team will consider the ratio along with other selected attributes for ranking the options for future implementation.

Task 1.5: Prepare Infrastructure Risk Report

ENGINEER will prepare a report that will present the findings and results of the previous tasks. The report will include a description and categorization of the infrastructure assets, a description of the analytical techniques used, and details from the on-site condition assessments. The report will present the relative risk posed by assets, risk reduction capital renewal projects, maintenance actions, and recommendations for improving the management of the infrastructure assets. A draft report will be submitted for approval before a final report is delivered.

Task 1.6: Staffing, Skills and Training Analysis Risk Determination and Mitigation

ENGINEER will evaluate staffing levels for operations and maintenance of wastewater treatment facilities. The evaluation will begin with a review of current staffing levels by position, applicable job descriptions, shift assignments, overtime, and employee tenure, leave history and turnover. This review will be followed by four approaches:

1. Industry benchmarking (e.g., NACWA, AWWA/QualServe, Canadian Initiative)
2. Selected benchmarking with similar utilities
3. Direct experience and knowledge gained in operating over 200 water and wastewater facilities for the past 25 years
4. Bottom-up development using a tool (e.g., NEIWPCC's *Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants*), assessing actual workload at Wichita's facilities by process, and required staffing from regulations and permit conditions.

For the benchmarking and direct experience approaches, adjustments will be made to account for the unique characteristics of Wichita's systems (e.g., five wastewater plants, 57 lift stations, long distance to surface water supply). The bottom-up approach, on the other hand, should provide suggested staffing customized to Wichita's systems. Synthesizing the four approaches will provide the information needed to estimate staffing levels for the CITY's facilities. However, it is still important to examine whether the staff have the necessary competencies to effectively and efficiently operate and maintain the systems.

To assess the skill levels of the staff without "testing" the employees, and to identify training needs, the following will be performed:

1. Interviews of managers and supervisors
2. Workshop with a focus group of employees
3. Comparison of job descriptions and minimum requirements to needed competencies
4. Review of employee certifications (mandatory and voluntary)

Interviews with managers and supervisors will elicit perceptions of where employee skills fall short of what is needed and preferred. The workshop with employees will allow for collective and anonymous input into shortcomings of competencies and identify desired training opportunities. The examination of job descriptions will help determine whether the CITY is recruiting the right people for the right position, and the review of employee certifications will indicate the level of expertise as confirmed by third-party testing.

If gaps in competencies are identified, recommendations will be made to close those gaps through in-house and external training, as well as providing mentoring and coaching opportunities within the CITY. Recommendations will also be made for enhancing training opportunities and encouraging employees to take advantage of such opportunities. The results of the skills and training assessment will be considered in finalizing the recommendations for staffing levels to address the impact of staffing from increased learning and skills development.

Task 1.7: Assessment of Standard Operating Procedures (SOPs)

ENGINEER will assess the coverage, suitability, completeness and accessibility of the utility's SOPs. To assess coverage, an inventory of existing SOPs for wastewater treatment facilities will be developed. This inventory will be compared with the SOPs necessary for operational efficacy and employee safety based upon ENGINEER's experience and industry guidance. Gaps will be noted and a list of additional SOPs will be compiled.

To assess suitability and completeness, the existing SOPs will be reviewed for structure and content considering leading practice for SOP development such as being clearly written at an appropriate level for easy comprehension and that they have the following content:

- Descriptive title
- Purpose statement
- Brief description of the range of activities covered by the SOP
- Responsible personnel
- Safety measures to be taken
- Number of people required
- Skills required
- List of materials and equipment required
- Detailed procedures with step by step tasks
- Contingencies
- Definitions and references
- Author and date

ENGINEER will identify those existing SOPs that require improvement and make appropriate recommendations for such improvement.

Further, ENGINEER will assess the accessibility of SOPs: Are they readily available to the staff in either electronic or hardcopy form? Are the latest revisions been incorporated and outdated SOPs discarded? How are revisions distributed? How can employees get additional copies of SOPs? How can employees ensure that their SOPs are up-to-date? Recommendation for im-

provement will be offered where appropriate.

Project Completion

The ENGINEER team will gather documentation from the project and prepare a final report for review and approval by the CITY. The final report will include the findings and recommendations of Tasks 1.5, 1.6, and 1.7. Four hard copies of the draft and final report will be provided. The ENGINEER team will organize and lead a CITY review workshop as well as a KDHE review workshop as directed by the CITY.

Project Assumptions

The following additional project assumptions are specific to the project.

1. Condition assessments are limited to exposed assets; condition assessment of buried, below ground, subaqueous, and assets that are not accessible for close-up visual inspection are not included in this scope.
2. Condition assessment of pipelines is limited to visual inspection of the exterior of exposed portions of the pipelines.
3. CITY staff will be available to accompany the condition assessment teams to provide access to facilities and assets, take necessary safety measures, and are able to turn equipment on and off as required.
4. Task 1.3.2 – Conducting On-Site Condition Assessments will be limited to a maximum of 225 individual assets for on-site condition assessment.
5. Task 1.4.2 – Identify and Evaluate Risk Reduction Options will be limited to developing risk reduction options for a maximum of the 5 highest risk assets.

EXHIBIT "B"

MILESTONE SCHEDULE
CITY OF WICHITA, KANSAS
SEWER AND WATER CONDITION ASSESSMENT 2013
(Project No. 468-84848)

This Exhibit B includes a summary of projected schedule milestones for the Agreement for Professional Services for the City of Wichita, Kansas Sewer and Water Condition Assessment 2013 project.

Task	Finish Date
Anticipated Notice to Proceed	May 14, 2013
WWTP #1, WWTP#2, and MWTP Assessments	
1.1 Gather Information and Data	
1.2 Asset Management Framework	
1.2.1 Establish and Charter the UAM Team	
1.2.2 Establish Levels of Service LOS	
1.2.3 Develop Asset Hierarchy	
1.2.4 Develop Matrices	
1.2.5 Perform Initial Risk Assessment	
1.3 Condition Assessments	
1.3.1 Planning for On-Site Condition Assessments	
1.3.2 Conducting On-Site Condition Assessments (225 assets)	
1.4 Risk Determination and Mitigation	
1.4.1 Risk Assessment Refinement	
1.4.2 Identify & Evaluate Risk Reduction Options (5 high risk assets)	
1.5 Prepare Infrastructure Risk Report	
1.6 Staffing, Skills and Training Analysis	
1.7 Assessment of SOPs	
Project Completion Date	November 30, 2013

EXHIBIT "C"

COMPENSATION
CITY OF WICHITA, KANSAS
SEWER AND WATER CONDITION ASSESSMENT 2013
(Project No. 468-84848)

This Exhibit C lists compensation for the Sewer and Water Condition Assessment 2013 project. This Exhibit C supersedes all prior written or oral understandings of the compensation, and may only be changed by mutual agreement of both parties.

This is a billing rates contract with a not-to-exceed limit as defined in this attachment. ENGINEER cannot exceed the contract limit without prior written authorization from the CITY's Project Manager. As such, ENGINEER's compensation will be based upon the total hours worked on the Project by each employee, multiplied by the hourly rate for that employee or employee's job classification. Labor-related charges included in the hourly rate include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs not identifiable as directly allocable to individual projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the Project. Direct expenses and sub-consultant services, will be reimbursed at ENGINEERs' cost.

This is a task-based budget, so labor and expenses must be invoiced on a per-task basis. It is allowable, within reason, for ENGINEER to exceed the budget on a task(s) as long as ENGINEER's costs do not exceed the agreed upon contract limit.

Project Tasks

Project Management, Public Meetings, Council Meetings, Workshops, and EPMC

Lower Arkansas River Water Quality Reclamation Facility (WWTP #2) Condition Assessment

- 1.1 Gather Information and Data
- 1.2 Asset Management Framework
- 1.3 Condition Assessments
- 1.4 Risk Determination and Mitigation
- 1.5 Prepare Infrastructure Risk Report
- 1.6 Staffing, Skills and Training Analysis
- 1.7 Assessment of SOPs

Project Total Cost \$460,000.00

Per Diem Labor Rate Schedule

Per Diem Codes	2013	2014	Typical Labor Billing Titles**
	Rates*	Rates*	
01	284.25	292.75	Sr. Program Manager; Sr. Technology Fellow
02	265.50	273.50	Program Manager, Technology Fellow
03	242.50	249.75	Senior Project Manager, Principal Technologist
04	213.00	219.25	Project Manager/Sr. Technologist
05	189.00	194.50	Associate Project Manager, Engineer Specialist
06	164.50	169.50	Project Engineer, Construction Manager 2
07	142.00	146.25	Associate Engineer, Construction Manager 1
08	118.75	122.25	Staff Engineer 2
09	100.75	103.75	Staff Engineer 1
10	100.75	103.75	Staff Engineer 0
11	154.75	159.25	Engineering/CAD Tech 5
12	129.50	133.25	Engineering/CAD Tech 4
13	112.00	115.25	Engineering/CAD Tech 3
14	94.00	96.75	Engineering/CAD Tech 2
15, 16	88.50	91.25	Engineering/CAD Tech 1
19	94.00	96.75	Office/Clerical/Accounting
19	59.00	60.75	Site Clerical; Site Project Accounting Assistant

** Labor rates are subject to annual escalations*

***Billing rates based on each individual's assigned per diem code; typical labor billing titles are provided for information only and are not a complete listing of available titles*

EXHIBIT "D"

**REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS
STATEMENT FOR CONTRACTS OR AGREEMENTS**

CITY OF WICHITA, KANSAS

SEWER AND WATER CONDITION ASSESSMENT 2013

(Project No. 468-84848)

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

IN THE MATTER OF:

CASE NO. 13-E-1 BOW

CITY OF WICHITA
WATER & SEWER DEPARTMENT
CITY HALL – 8TH FLOOR
455 NORTH MAIN STREET
WICHITA, KS 66801

KANSAS WATER POLLUTION CONTROL PERMIT NO. M-AR94-IO01
FEDERAL PERMIT NO. KS0043036

PROCEEDING UNDER K.S.A. 65-164(d), 65-170d and 65-171u

CONSENT ORDER

PRELIMINARY STATEMENT

The parties hereto, the Kansas Department of Health and Environment (KDHE) and the city of Wichita (Permittee) having agreed that settlement of this matter is in the best interests of both parties and conducive to protection of public health and the environment, hereby represent and state as follows:

STATUTORY AUTHORITY

1. The KDHE is a duly authorized agency of the State of Kansas created by an act of the legislature. The Secretary of the KDHE (Secretary) has general jurisdiction over matters involving the environment and the public health of the people of Kansas, K.S.A. 65-101 *et seq.*, including general jurisdiction of matters involving the discharge of sewage, K.S.A. 65-161 *et seq.*
2. K.S.A. 65-171a, Stream pollution detrimental to animal or aquatic life, states:

“The authority of the secretary of health and environment in matters of stream pollution is hereby supplemented to include stream pollution found to be detrimental to public health or detrimental to the animal or aquatic life of the state.”
3. K.S.A. 65-171d(c) provides that pollution means:

“(A) Such contamination or other alteration of the physical, chemical or biological properties of any waters of the state as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to public health, safety or welfare, or to the plant, animal or aquatic life of the state or to other designated beneficial uses; or (B) such discharge as will or is likely to exceed state effluent standards predicated upon technologically based effluent limitations.”
4. K.S.A. 65-161 states, in pertinent part:

“(a) “Waters of the state” means all streams and springs, and all bodies of surface and subsurface waters within the boundaries of the state;”
5. K.S.A. 65-164 states in pertinent part:

“(b) For the purposes of this act, “sewage” means any substance that contains any of the waste products or excrementitious or other discharges from the bodies of human beings or animals, or chemical or other wastes from domestic, manufacturing or other forms of industry.”

6. K.S.A. 65-164(d) states in pertinent part:

" . . . If the secretary of health and environment finds that any of the waters of the state have been or are being polluted in a manner prejudicial to the health of any of the inhabitants of the state, the secretary of health and environment shall have the authority to make an order requiring: (1) Such pollution to cease within a reasonable time; (2) requiring such manner of treatment or of disposition of sewage or other polluting material as, in the secretary's judgement, is necessary to prevent the future pollution of such waters; or (3) both. It shall be the duty of the person, company, corporation, institution, or municipality to whom such order is directed to fully comply with the order of the secretary of health and environment..."

7. K.S.A. 65-170(d) states in pertinent part:

"(a) For the purpose of preventing surface and subsurface water pollution and soil pollution detrimental to public health or to the plant, animal and aquatic life of the state, and to protect designated uses of the waters of the state and to require the treatment of sewage predicated upon technologically based effluent limitations, the secretary of health and environment shall make such rules and regulations, including registration of potential sources of pollution, as may in the secretary's judgment be necessary to: . . . (2) control the disposal, discharge or escape of sewage as defined in K.S.A. 65-164 and amendments thereto, by or from municipalities, corporations, companies, institutions, state agencies, federal agencies or individuals and any plants, works or facilities owned or operated, or both, by them; and (3) establish water quality standards for the waters of the state to protect their designated uses..."

8. K.S.A. 65-171u, states in pertinent part:

"...Any person who violates any of the provisions of K.S.A. 65-161 to 65-171, inclusive, or any duty imposed therein or who violates an order or other determination of the secretary of health and environment or authorized representatives of such secretary made pursuant to the provisions of such sections, including the stipulations of conditions of a permit to discharge sewage, and, in the course thereof, causes the death of, or injury to, fish, animals, vegetation or other resources of the state whether natural or structural, or otherwise causes a reduction in the quality of the waters of the state below the standards set by the secretary of health and environment, thereby damaging the same, shall be liable to pay the state damages in an amount equal to the sum of money necessary to restock such waters, replenish or replace such resources and otherwise restore the stream, lake or other water source to its condition prior to the injury, as such condition is determined by the division of environment of the department of health and environment..."

FINDINGS OF FACT AND CONCLUSIONS OF LAW

9. The Kansas Department of Health and Environment, KDHE, issued Kansas Water Pollution Control Permit M-AR94-IO01 (Permit) to the city of Wichita (Permittee), City Hall – 8th Floor, 455 North Main Street, Wichita, KS 66801 with an effective date of January 1, 2008 and an expiration date of December 31, 2012.
10. On May 25, 2012, Zachary Phillips, KDHE South Central District Environmental Scientist, received a complaint regarding dead fish at the 71st Street canoe launch on the Arkansas River, located in south Wichita. The complainant stated that there were at least 75 dead fish observed at the location and the Arkansas River had an offensive odor. The complainant stated that they visit this same site daily and this portion of the river was not like this on May 24, 2012. Mr. Phillips notified Jessica Mounts, Kansas Department of Wildlife, Parks & Tourism, and arranged for her to meet him and a coworker at the 71st Street Arkansas River site.
11. Zachary Phillips was accompanied by Heath Horyna, KDHE South Central District Environmental Scientist, to investigate the complaint. They first arrived at the Arkansas River at the 47th Street Bridge location and did not observe anything unusual. They then proceeded to the 71st Street river access point and did observe the fish kill. Mr. Phillips sent an email to his supervisors at 5:25PM that outlined the events of the afternoon. It stated the following:

“...At 1:17 p.m., we arrived at the canoe launch at 71st Street South. The number of dead fish would be hard to estimate, but I would say 1,000 or more (all species, all sizes). Approximately 6 staff from KDWP&T was there counting fish, along with 3 people from the City of Wichita. Samples [of river water] were collected.

At 2:11 p.m. we stopped along the 63rd Street Bridge in Wichita and noted a distinguished and pronounced discoloration in the water along the west side of the River, which was grey/dark brown and smelled like partially treated effluent. The dissolved oxygen at this location was much lower than the other areas sampled.

At 2:38 p.m. we arrived at [Wichita] Plant 2 and met with Sid Fleming [Superintendent of Sewage Treatment]. Samples of the effluent [which discharge just north of the 63rd Street Bridge] were collected and submitted to A&E Analytical laboratory. Wichita’s Plant 2 effluent is light grey-brown and had a very strong smell. We had them [the city of Wichita] contact a lab to perform an Acute WET [Whole Effluent Toxicity] test. They are also going to start collecting E. coli, ammonia, and Total P [Phosphorus] on a daily basis...”

12. On May 25, 2012, Mr. Phillips and Mr. Horyna conducted a fish kill investigation. During the investigation process, they collected water samples from the Arkansas River and photographed the dead fish. They followed the discolored grey/dark brown water upstream and connected it with the city of Wichita’s Wastewater Treatment Plant #2. Mr. Phillips and Mr. Horyna requested that the city of Wichita Plant #2 staff collect extra samples of the effluent wastewater due to the poor quality of the wastewater effluent and [Mr. Phillips and Mr. Horyna] collected their own samples.
13. The following is a table of the test results on the water samples collected on May 25, 2012 by Mr. Phillips and Mr. Horyna. The parameters analyzed were Biochemical Oxygen Demand (BOD), Ammonia, E coli and Total Phosphorus. Mr. Phillips and Mr. Horyna collected samples at the Lincoln Dam which is upstream from Plant #2, Plant #2 effluent, at 63rd Street (downstream of Plant #2) and 71st Street (further downstream of Plant #2). Please refer to Sample Location Map.

Location	BOD mg/l	Ammonia mg/l	E. coli cfu/100 ml	Total Phosphorus mg/l
Lincoln Dam (upstream of Plant #2) – downstream of dam	33	0.28	387	0.58
Wichita Plant #2 Effluent	42.6	11.3	2,420,000+	5.50
63 rd Street (downstream of Plant #2)	58.3	12.0	2,420,000+	6.17
71 st Street (downstream of Plant #2)	45.2	9.25	517,000	3.07
Typical Kansas Stream Concentrations	<5	0.15	5- 100	<0.1
Plant #2 Permit’s Effluent Limitations for May	25	2.7	160	Monitoring (1.5 is high goal)

The results show higher than normal typical Kansas water quality in-stream concentrations and instream values higher than the required permit limitations.

14. On May 25, 2012, Ryan Waters and Jessica Mounts, Kansas Department of Wildlife, Parks and Tourism (KDWP&T) Biologists, conducted an analysis of the fish kill event. The outcome of their analysis, near the 71st Street River access point, counted approximately 831 dead fish ranging from juvenile fish to adult fish, from 1 inch to 44 inches in length. The outcome of their analysis for the 83st Street Bridge River access point counted approximately 54 dead fish ranging from juvenile fish to adult fish, from 1 inch to 24 inches in length.

15. KDHE - Bureau of Field Services evaluated the fish kill data and calculated the natural resource service losses to the Arkansas River. They concluded that there were significant fish losses that affected 3.8 miles of the Arkansas River.
16. On May 26, 2012, Wichita Plant #2 staff conducted a dye test to determine if the plant had a bypass. Wichita Plant #2, the subject of this order, receives primary settled wastewater from Wichita Plant #1. At the Plant #2 influent structure, there is a 72 inch gate valve that could be used to direct partially treated wastewater from Plant #1 around the Plant #2 treatment facility directly to the Arkansas River. The results of the dye test confirmed that partially treated wastewater was leaking through or around the gate valve on the 72 inch pipe between the intermediate pump station and the river outfall.
17. Zachary Phillips wrote a Fish Kill Investigation Report regarding the May 25, 2012 fish kill event. The report stated the following in the Summation of Investigation:

“The May 25, 2012 Arkansas River fish kill incident was caused by a combination of two factors. The primary factor was the poor quality of wastewater effluent from the City of Wichita Plant 2 wastewater treatment plant. On May 26, 2012, the City of Wichita reported that a gate valve on a 72 inch pipe at Plant 2 was leaking partially treated wastewater from the intermediate pump station to the river outfall. This leak had been ongoing for an extended period of time. The second factor occurred when the City of Wichita restricted the flow of water in the Arkansas River from May 23rd to the 25th by raising the Lincoln Street Dam, causing the majority of the water in the Arkansas River downstream of 63rd Street South to be effluent from the City of Wichita Plant 2 wastewater treatment facility.”

18. John Goetz, KDHE South Central District Environmental Engineer, summarized the flow data from Wichita Plant #2 and provided the following in a Wastewater Incident Report titled Wichita Lower Arkansas River Water Quality Reclamation Facility Plant No. 2. The report stated the following:

“On May 26, 2012 Wichita discovered that the gate valve on a 72 inch pipe between the intermediate pump station and the river outfall was leaking partially treated sewage. This leak was not detected by routine sampling of outfall 001A1 because those samples are collected at the oxy charger basin [upstream of river outfall] and not at the river outfall. The leak was permanently plugged on June 1, 2012.

The Wichita wastewater plant effluent flow averaged >30 MGD until 2010. Wichita conducted a study of flow data between January 1, 2010 and May 31, 2012 and concluded the following,

"Around June 19, 2010, effluent flows from Plant 2 begin to decrease despite relatively level flows from the Plant 2 influent side. Assuming relatively consistent flow, the gate structure may have started failing at this time. The flow data suggests that the gate structure's deterioration was slow but steady until sometime in May 2011. Flows then continued to decrease somewhat quickly through August 2011. After August 2011, the flow changes slowed with only a slight decline until late April 2012, where another significant drop is observed. The significant flow changes between January 2010 and May 2012 point to a catastrophic failure of the gate within the Effluent Manhole structure."

A review of the June DMR flow data showed the effluent flow on June 1, 2012 was 14.84 MG which was the day the leaking valve was permanently plugged. This was the lowest flow reported for the entire month of June. The daily effluent flow has significantly increased since June 1, 2012. [The average flow rate for September 2012 was 33.84 MGD.]

In conclusion, the leak at the gate valve between the intermediate pump station and the river outfall appears to have begun in June 2010 and was stopped June 1, 2012.”

19. Based upon the above, the Secretary and Director find that the city of Wichita has violated the Permit, Kansas Statutes and Kansas Administrative Regulations by discharging partially treated wastewater to waters of the state resulting in a fish kill (K.S.A. 65-171d) and (K.S.A. 65-171u).
20. The parties have negotiated settlement of the issues raised herein and have reached agreement pursuant to the Terms and Conditions of the Settlement.
21. The KDHE has determined that settlement of this matter as set forth herein is consistent with the statutes and regulations controlling water pollution.

PARTIES BOUND

22. The Secretary of KDHE has authority and jurisdiction to issue this Consent Order (CO) and to enforce the same. In any action by KDHE to enforce the terms of this CO, the Permittee agrees not to contest the authority or jurisdiction of the Secretary of KDHE to issue or enforce this CO. The terms of this CO shall be construed pursuant to the laws of the state of Kansas.
23. This CO shall apply to and be binding upon the parties, their agents, successors, and assigns. The parties agree to undertake all actions required of them by the terms and conditions of this CO.
24. Notwithstanding the terms of any contract, the Permittee is responsible for compliance with this CO and for insuring that its contractors and agents comply with this CO.
25. This agreement is meant to be a full resolution of the matters set forth herein.

LIABILITY

26. Nothing in this CO shall be considered an admission of any fact or an acknowledgment of any liability by any party. Nothing herein shall be legally binding or have any effect on the position of the parties on any matter that may be included in any other agreements negotiated between them. Neither the State of Kansas, nor any agency thereof shall be held out as a party of any contract entered into by the Permittee in carrying out activities pursuant to this CO.

TERMS AND CONDITIONS OF THE SETTLEMENT

ORDER

27. Based upon the above-referenced Findings of Fact and Conclusions of Law and pursuant to the authority vested in the Secretary, Kansas Department of Health and Environment, under the above referenced statute, the city of Wichita is hereby ordered to:

Required Actions

- A. The Permittee shall complete the schedule actions in Attachment 1 of this Order according to the schedule provided therein.
- B. The Permittee shall submit a report by October 28th annually. The Annual Report will summarize the expectations for the previous reporting period, the activities completed from October the previous year through September of the current year and a proposed schedule of activities for the following year which will set the basis for negotiations during the 4th quarter annual meeting. The first Annual Report shall be submitted by October 28, 2013 and continuing yearly until the project has been completed.

- C. Meetings between KDHE staff and the city of Wichita will take place in the 4th quarter (October, November or December) annually. The annual meetings will review the progress by the City from the previous year and negotiate required activities for the following year.
- D. By August 1, 2013, provide KDHE with an engineering report providing a plan and schedule to upgrade the plant's process equipment so as to achieve routine operations to comply with the provisions in permit M-AR94-OO05.
- E. All proposed schedules and activities are subject to KDHE approval.

Penalty

- 28. Based upon the above-referenced Findings of Fact and Conclusions of Law and pursuant to the authority vested in the Director, Division of Environment of the Kansas Department of Health and Environment under K.S.A. 65-170d, it is hereby ordered:
 - A. The city of Wichita and KDHE have agreed that the civil penalty of \$455,000 assessed from the violations cited herein shall be directed to a Supplemental Environmental Project (SEP) that will be beneficial to Waters of the State and protection of human health. The general provisions of the SEP have been included as Attachment 1 and also in the Terms and Conditions of the Settlement provided above.
 - B. In addition to the requirements of paragraph 28. A. above, upon execution of this order, the city of Wichita shall remit to the State of Kansas restitution in the amount of \$243,195 for lost and damaged resources.
 - C. The restitution shall be paid by check, written to the KDHE - Division of Environment, and sent to the Office of Legal Services, Kansas Department of Health and Environment, 1000 SW Jackson St., Suite 560, Topeka, Kansas 66612-1368.

FORCE MAJEURE, EXCUSABLE DELAY, MODIFICATION

- 29. The following shall constitute the governing terms for force majeure, excusable delay and modification of the CO.
 - (A) The Permittee shall perform the requirements under this CO within the time limits set forth herein unless the performance is prevented or delayed solely by events which constitute force majeure. For purposes of this CO, a force majeure event is defined as any event beyond the control of the Permittee which could not be overcome by due diligence and which delays or prevents performance by a date required by this CO. Such events do not include increased costs of performance or changed economic circumstances. Any delay caused in whole or in part by action or inaction by state or federal authorities shall be considered a force majeure event but shall not extend the period of performance of the obligation required by the CO by more than the period of delay.
 - (B) The Permittee shall have the burden of proving all claims of force majeure. Failure to comply by reason of force majeure shall not be construed as a violation of this CO.
 - (C) The Permittee shall notify KDHE in writing within seven (7) days after becoming aware of an event which the Permittee knew, or should have known, constituted force majeure. Such notice shall estimate the anticipated length of delay, its cause, measures to be taken to minimize the delay, and an estimated timetable for implementation of these measures. Failure to comply with the notice provision of this section shall constitute a waiver of the Permittee's right to assert a force majeure claim and shall be grounds for KDHE to deny the Permittee an extension of time for performance.

- (D) Within seven days of the effective date of written notice from the Permittee of a force majeure event, KDHE shall notify the Permittee of the extent to which modifications to this CO are necessary. In the event that KDHE and the Permittee cannot agree that a force majeure event has occurred, or if there is no agreement on the length of the extension, the dispute shall be resolved as set forth in the paragraph denominated Dispute Resolution.
- (E) Any modifications to any provision of this CO shall not alter the schedule for performance or completion of other tasks required by this CO unless specifically agreed to by the parties in writing and incorporated into this CO.
- (F) This CO may be amended by mutual agreement of KDHE and the Permittee. Such amendments shall be in writing, shall have as their effective date, the date on which they are signed by both parties and shall be incorporated into this CO.

DISPUTE RESOLUTION

- 30. The parties recognize that a dispute may arise between them regarding implementation of the action to be taken as herein set forth or other terms or provisions of this CO.
 - (A) If such dispute arises, the parties will endeavor to settle it by informal negotiations between themselves. If the parties cannot resolve the issue informally within a reasonable period of time, either of the parties may notify the other in writing stating its position with regard to the dispute and the reasons therefore. A party receiving such a notice of dispute will respond in writing within ten (10) working days stating its position. KDHE or the Permittee shall then have an additional ten (10) working day period to respond. If the parties are still unable to reach an agreement, the matter shall be referred to the KDHE Director of the Division of Environment, who shall decide the matter and provide a written statement of his decision, which shall be incorporated into the CO. The parties agree that any such action shall be deemed a final agency action and shall be subject to judicial review under the Kansas Administrative Procedures Act and the Kansas Act for Judicial Review of Agency Actions.
 - (B) This dispute resolution procedure shall not preclude any party from having direct recourse to court if otherwise available by applicable law.

OTHER CLAIMS AND PARTIES

- 31. Nothing in this CO shall constitute or be construed as a release for any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not a signatory to this CO for any liability it may have arising out of or relating in any way to the subject violations alleged in this CO.

EFFECTIVE DATE, TERMINATION

- 32. This Consent Order shall become effective when signed by the Secretary of the Kansas Department of Health and Environment.
- 33. This CO will be terminated upon written notice by KDHE to the Permittee that the TERMS AND CONDITIONS OF THE SETTLEMENT have been completed. Such notice shall not be unreasonably withheld by KDHE.

**AUTHORIZATION OF SIGNATORIES TO EXECUTE THE
CONSENT ORDER AND BIND THE PARTIES**

The parties hereto have affixed their signatures on the dates inserted below to acknowledge their agreement to this CO. The signatories to this CO certify that they are authorized to execute and legally bind the parties they represent to this CO.

PERMITTEE

Signature

Date

Printed Name

Title

City of Wichita

Organization

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

John W. Mitchell

Director, Division of Environment

Kansas Department of Health and Environment

Date

Robert Moser, MD, Secretary,

Kansas Department of Health and Environment

Date

**Attachment 1
Schedule of Compliance**

Action	Required Date
PHASE 1	
1. Develop and submit a plan to KDHE for approval for a water quality monitoring network along the Arkansas River and within the Wichita city limits with a purpose of identifying impacts to the River potentially attributable to City of Wichita infrastructure.	July 1, 2013
2. Implement the water quality monitoring network approved in Item 1 of this Schedule of Compliance.	September 1, 2013
PHASE 2	
3. Complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessment for assessing Wichita Wastewater Treatment Plant 2 and develop a final report of the assessment. The final report shall be submitted to KDHE for approval and shall contain a proposed schedule of compliance for completing construction of risk reduction projects identified in the report.	December 31, 2013
4. Meet with KDHE and negotiate a final Schedule of Compliance for Phase 2 Item 3, above, as Required by Consent Order 13-E-1 BOW.	December 31, 2013
PHASE 3	
5. Complete a Capacity, Management, Operation, and Maintenance (CMOM)-like assessments for Wichita Wastewater Treatment Plants 1, 3, 4, 5, and the City's wastewater pump/lift stations. Complete a risk assessment for the City's wastewater collection system and those components of the Water Treatment Plant that could pose a potential threat of discharge into the Arkansas River. Develop a final report of the assessments. The final report shall be submitted to KDHE for approval and shall contain a proposed schedule of compliance for completing construction of risk reduction projects identified in the report.	December 31, 2014
6. Meet with KDHE and negotiate a final Schedule of Compliance for Phase 3 Item 5, above, as Required by Consent Order 13-E-1 BOW.	December 31, 2014

Wichita, Kansas
May 13, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated May 6, 2013, were read and on motion approved.

Bids were opened May 10, 2013, pursuant to advertisements published on:

2013 Contract Maintenance Pavement Preservative Seal (north of 63rd Street South, east of 135th Street West) 472-85089/132726

Proseal Inc. - \$593,213.10

The Purchasing Manager recommended that the contract be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bid within the Engineer's construction estimate.

INFORMATION TECH/INFORMATION SERVICES: Software Licenses for ASR SCADA.

Logic Inc.* - \$27,991.05

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856,
Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: May 13, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

May 10, 2013

2013 Contract Maintenance Pavement Preservative Seal (north of 63rd Street South, east of 135th Street West)

– Public Works & Utilities Department/Engineering Division

Proseal, Inc.

\$593,213.10

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

May 10, 2013

Software Licenses for ASR SCADA – Information Technology Department/Information Services (IT/IS)

Logic, Inc.

Sole Source of Supply, Ordinance No. 35-856, Section 2(b) \$27,991.05

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - May 10, 2013

RQ#340466

FB#340079		Engineer's Construction Estimate	Proseal Inc.	Barkley Construction	Cornejo & Sons, LLC
2013 Contract Maintenance Pavement Preservative Seal		\$593,213.10	\$593,213.10		
(north of 63rd Street South, east of 135th Street West)	BID BOND		X		
	ADDENDA	0			
472-85089 (132726)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Contract Maintenance Pavement Preservative Seal		\$593,213.10			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85089 (132726)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Pavement Preservative Seal		\$593,213.10			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85089 (132726)					
		Engineer's Construction Estimate			
2013 Contract Maintenance Pavement Preservative Seal		\$593,213.10			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85089 (132726)					

CHECKED BY: 40REVIEWED BY: MLT

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: Software Licenses for ASR SCADA

9 each – In Touch for System Platform 2012R2 with Historian Client, part #01-2834

1 each – Prorated CustomerFirst to Add licenses to Existing Agreement, part #10-7050

1 each – Keyed to Keyless Transaction, part #99-0010

FOR A TOTAL OF \$27,991.05

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Tech/Information Services

Vendor	Reference Authority	Cost
Logic Inc	Ordinance No. 35-856 Section 2 (b)	\$27,991.05

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 14, 2013**

- a. West Millbrook Park Sanitary Sewer Relocation (south of Taft Street, east of 119th Street West) (468-84851/620604/662018) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$150,000.00

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 3 - 13th Street Improvements, Hydraulic to Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 3.

Background: On December 13, 2005, the City entered into an agreement with Poe & Associates, Inc., to prepare a design concept to improve 13th Street North from Hydraulic to Oliver. The original design fee was \$194,750. Supplemental Agreement No. 1, in the amount of \$594,200, was approved by the City Council on February 5, 2008, and provided final design services, including wider sidewalks and improved drainage features. Supplemental Agreement No. 2, in the amount of \$113,210, was approved by the City Council on January 24, 2012, and provided additional design scope items at three different intersections and the MacDonald Golf Course property line.

Analysis: Construction began August 2012 and has revealed conflicts between utility relocations and proposed sanitary sewer systems between Bluff and Belmont. Supplemental Agreement No. 3 authorizes additional design elements which will resolve these conflicts.

Financial Considerations: The cost of the additional design services is \$9,920. With this supplemental agreement, the total design fee will be \$912,080. Funding is available in the existing project budget, which was approved by the City Council on February 7, 2012. The funding source is General Obligation bonds.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreement No. 3 as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 3 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 3.

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALL THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 13TH STREET NORTH, I-135 TO WOODLAWN (Concept) (Project No. 472-84320, OCA 706933)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein).

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**13TH STREET NORTH, HYDRAULIC TO OLIVER
(Additional Design Scope-see Attached)
(Project No. 472-84320)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$9,920.00.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specification and estimates to the CITY by _____.

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

(Name and Title)

ATTEST:

City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Change Order No. 1 - Sanitary Sewer to Serve Emerald Bay Estates Second Addition (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: On September 15, 2009, the City Council approved a petition to construct a sanitary sewer system to serve Emerald Bay Estates Second Addition. A revised petition was approved by the City Council on February 12, 2013.

Analysis: The proposed sanitary sewer needs to be redesigned to reduce the slope in some pipes that were too steep for cleaning equipment used by Sewer Maintenance staff. This will require outside drops to be constructed on four of the 27 manholes to be installed with the project. The consultant was not aware of the maximum grade requirement for future maintenance purposes. All consultants are being notified of this design parameter to avoid the same issue in the future. Change Order No. 1 has been prepared to authorize the additional work.

Financial Considerations: The cost of the additional work is \$15,400, bringing the total contract amount to \$249,991. This change order represents 6.56% of the original contract amount, and is within the 25% limit set by City Council policy. The additional cost will be paid by the developer through special assessments.

Legal Considerations: The Law Department has reviewed and approved Change Order No. 1 as to form.

Recommendations/Actions: It is recommended that the City Council approve the Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



April 22, 2013

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Mies Construction, Inc.

Project: Lateral 3, Main 23 Southwest Interceptor
Sewer to serve Emerald Bay Estates 2nd Addition

Change Order No.: 1

Purchase Order No.: PO340299

CHARGE TO OCA No.: 744344

Project No.: 468-84638

OCA No.: 744344

PPN: 480036

Please perform the following extra work at a cost not to exceed \$ 15,400.00

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Construct outside drops on manholes.

Reason for Additional Work: Redesign pipe slope to allow for adequate cleaning and maintenance in the future. The flatter slope will result in more than 2 ft of drop from the incoming lines to the out flowing elevations, thus outside drops will need to be install on manholes 1-1, 1-2 (two required), and 1-4. Add 10 additional working days to perform the extra work.

<u>Line #</u>	<u>KDOT #</u>	<u>Item</u>	<u>Negotiated/</u>		<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
			<u>Bid</u>	<u>Bid</u>			
3	N.A.	MH, Type P, 5'	Bid		(4) ea	\$4,000.00	(\$16,000.00)
ADD	N.A.	MH, Outside Drop Const., 5'	Negot'd		4 ea	\$7,850.00	\$31,400.00
ADD	N.A.	Working Days	Negot'd		10 days	\$0.00	\$0.00
TOTAL:							\$15,400.00

CIP Budget Amount: \$303,000.00

Original Contract Amt.: \$234,591.15

Consultant: Ruggles & Bohm

Current CO Amt.: \$15,400.00

Exp. & Encum. To Date: \$256,869.25

Amt. of Previous CO's: \$0.00

Total of All CO's: \$15,400.00

CO Amount: \$15,400.00

% of Orig. Contract / 25% Max.: 6.56%

Unencum. Bal. After CO: \$30,730.75

Adjusted Contract Amt.: \$249,991.15

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Alan King

Date

Director of Public Works & Utilities

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
May14, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 10 - 13th Street Improvements, Hydraulic to Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 10.

Background: The 2011-2020 Capital Improvement Program (CIP) includes funding to reconstruct 13th Street, between Hydraulic and Oliver. On February 7, 2012, the City Council approved a final budget of \$17,560,000 for the project. On June 15, 2012, the City Council approved a contract with Cornejo & Sons, LLC for \$11,764,363, and construction began in August 2012.

Change Order No. 1, in the amount of \$36,812, was approved by the City Council on November 6, 2012, and provided a new underdrain system at 13th and Lorraine. Change Order No. 2, in the amount of \$8,495, was processed on October 2, 2012, and provided new stormwater sewer inlets at 13th and Estelle and 13th and Volutsia. Change Order No. 3, in the amount of \$5,300, was processed on October 3, 2012, and provided relocation of a water main. Change Order No. 4, in the amount of \$26,473, was approved by the City Council on November 20, 2012, and replaced traffic signal wiring and electrical conduits at 13th and Grove. Change Order No. 5, in the amount of \$2,970, was processed on October 3, 2012, and provided realignment of a section of curb near 13th and Minnesota. Change Order No. 6, in the amount of \$53,543, was approved by the City Council on February 26, 2013, and provided signal upgrades and grading improvements to bring the intersections of 13th and Grove and 13th and Hillside into compliance with Americans with Disabilities Act standards. Change Order No. 7, in the amount of \$9,792, was processed on January 31, 2013, and provided relocation of an electrical service feed at Hillside. Change Order No. 8, in the amount of \$1,231, was processed on March 22, 2013, and provided improved alignment of a storm sewer box on Crestway. Change Order No. 9, in the amount of \$23,690, was approved by the City Council on April 16, 2013, and provided relocation of a sanitary sewer between Vesta and Belmont.

Analysis: Yale Boulevard was originally constructed with concrete pavement, but has since been covered with a thin layer of asphalt as a maintenance measure. Yale should be restored to concrete pavement to match the remainder of the existing concrete pavement which connects to the project limits. It was not possible to determine during design that the existing pavement was concrete with a thin asphalt surface.

Financial Considerations: The cost of the additional work is \$19,552. The original contract amount is \$11,764,363. This change order plus previous change orders represents 1.60% of the original contract amount and is within the 25% limit set by City Council policy. Funding is available within the existing project budget.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 10.



PUBLIC WORKS-ENGINEERING

April 18, 2013

CHANGE ORDER

To: Cornejo & Sons, LLC
Change Order No.: 10
Purchase Order No.: 240432
CHARGE TO OCA No.: 706933

Project: 13th Street, Hydraulic to Oliver
Project No.: 472-84320
OCA No.: **706933**/635803/624100
PPN: **205399**/752025/652018

Please perform the following extra work at a cost not to exceed \$19,552.00

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Construct Yale Blvd north of 13th Street with concrete instead of asphalt pavement.

Reason for Additional Work: Yale Boulevard was originally concrete pavement and had been covered with a thin asphalt overlay as a maintenance measure. Yale Boulevard should be restored to concrete pavement to match the remainder of the existing concrete pavement north of our construction limits.

Line #	KDOT #	Item	Negotiated/		Unit Price	Extension
			Bid	Qty		
#11	N.A.	Concrete Pavement 6" (Reinf)	Bid	1,222 sy	\$42.00	\$51,324.00
#15	N.A.	AC Pavement 6"	Bid	(1,222) sy	\$26.00	(\$31,772.00)
New	N.A.	Delay Costs	Negotiated	1 LS	\$0.00	\$0.00
					Total =	\$19,552.00

CIP Budget Amount:\$15,210,000.00 (706933)
\$1,250,000 (635803)
\$1,100,100.00 (624100)

Consultant: Poe & Associates

Total Exp. & Encum. To Date: \$14,379,631.40

CO Amount: \$ 19,552.00

Unencum. Bal. After CO: \$ 810,816.60

Original Contract Amt.....\$11,764,362.68

Current CO Amt.: \$19,552.00

Amt. of Previous CO's: \$168,305.10

Total of All CO's:..... \$187,857.10

% of Orig. Contract / 25% Max.:..... 1.60%

Adjusted Contract Amt.:..... \$11,952,219.78

Recommended By: James Wagner, P.E.

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2920 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2920 North Amidon consists of 750 square feet for road right-of-way together with a 100 square foot temporary easement. The taking is a ten foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project. The temporary easement during construction will allow for proper grading at the driveway.

Analysis: The proposed acquisition was valued at \$1,040, or \$940 (\$1.25 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,540 is requested. This includes \$1,040 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____
COUNTY: Sedgwick TRACT NO.: 0025

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 24 day of April, 2013, by and between

Jorge V. Linares and Mary D. Linares

2920 N Amidon, Wichita, KS 67204
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

750 (Sq. Ft.) \$ 940.00

Damages:

\$

Temporary Easement for construction:

100 (Sq. Ft.) \$ 100.00

Permanent Drainage Easement for construction:

N/A (Sq. Ft.) \$ N/A

Improvement & Buildings acquired with right of way:

N/A

TOTAL: \$ 1040.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Jorge V. Linares and Mary D. Linares

By: Jorge V. Linares
Jorge V. Linares

By: Mary D. Linares
Mary D. Linares

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Jorge V. Linares and Mary D. Linares

If mortgage or other liens, show names of holders:

Central Star Financial Solutions assigned to Members Mortgage Services

REMARKS:

PIN/APN 00114065

Security Title File Number 2068394

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

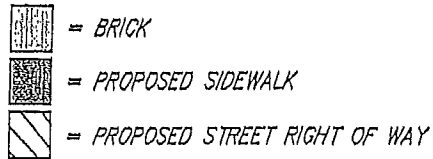
Gerald Cain
Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

LINARES JORGE V & MARY D
2920 AMIDON
WICHITA KS 67204-4908

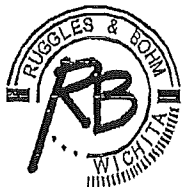
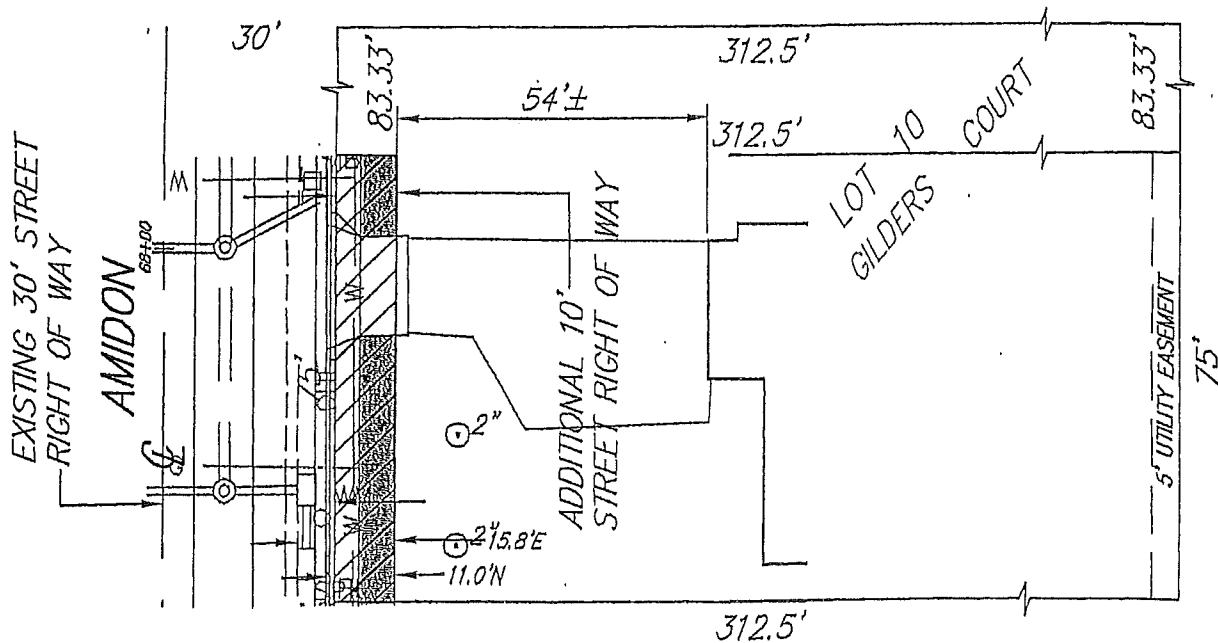
A 14024

Right Of Way Area: 750 Sq. Ft.±
0.02 Acres±



(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

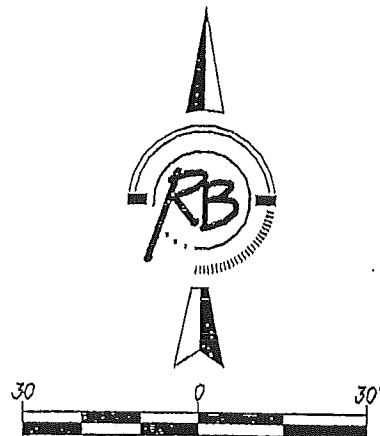


Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com



3647T




A 14024 - Right of Way

The west 10.00 feet of the south 75.00 feet of Lot 10, Gilders Court, Sedgwick County, Kansas.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LINARES JORGE V & MARY D
2920 AMIDON
WICHITA KS 67204-4908

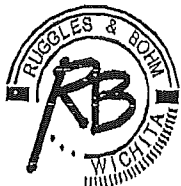
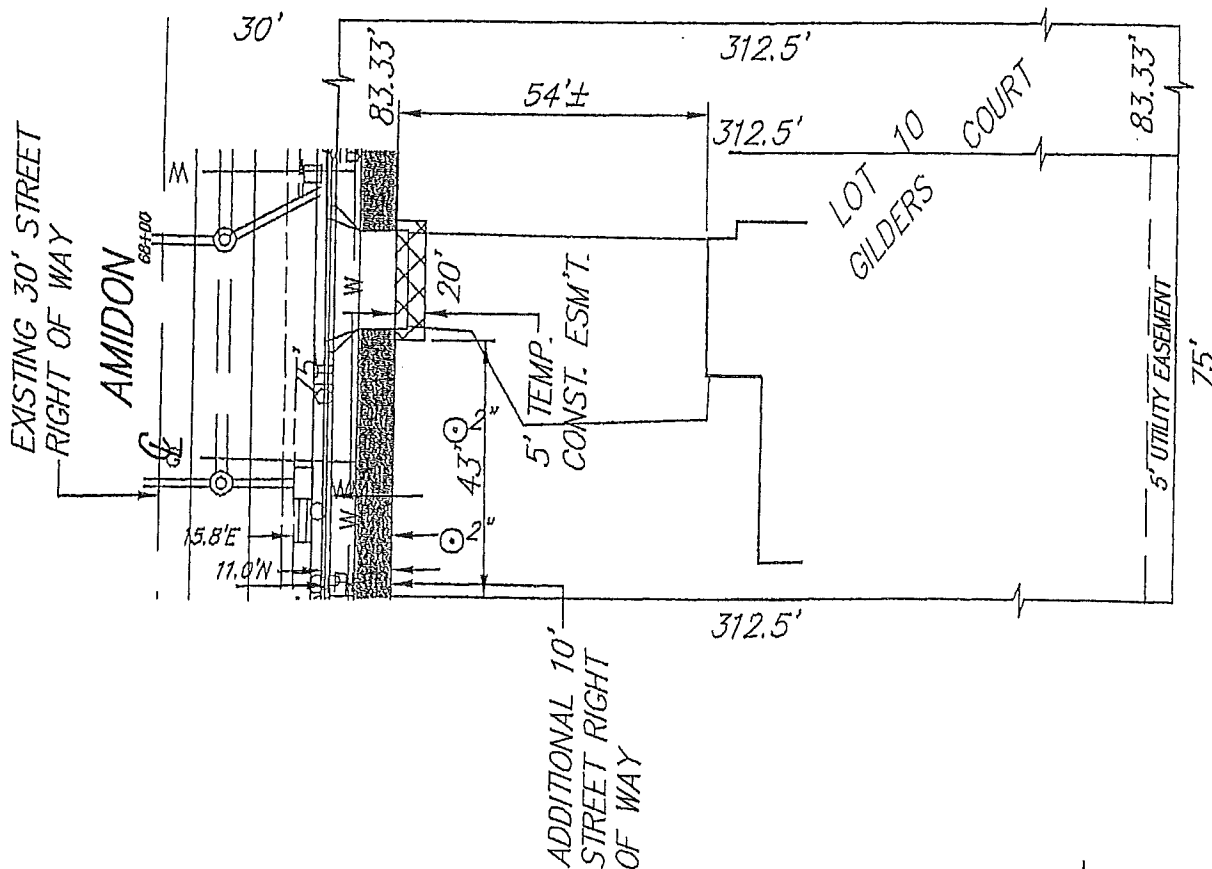
A 14024

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

Easement Area: 100 Sq. Ft.±
0.002 Acres±

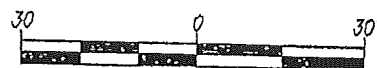


Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com



3647T

A 14024 – Temporary Construction Easement

The north 20.00 feet of the south 63.00 feet of the east 5.00 feet of the west 15.00 feet of Lot 10, Gilders Court, Sedgwick County, Kansas.



A 14024

2920 N Amidon



Printed: 11/15/2012 10:06:19 A

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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2904 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2904 North Amidon consists of 1,050 square feet for road right-of-way together with a 100 square foot temporary easement. The taking is a ten foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project; however, it is anticipated that a mature tree will be damaged and removed as a result of the project. The temporary easement during construction will allow for proper grading at the driveway.

Analysis: The proposed acquisition was valued at \$1,260, or \$1,160 (\$1.10 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept \$1,500 for the loss and replacement of a mature tree in addition to the offered amount for a total of \$2,760.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,260 is requested. This includes \$2,760 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0023

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 19TH day of APRIL, 2013, by and between

Eugene L. Gilden

2904 N Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
1,050 (Sq. Ft.)	\$	1,160.00
Damages:		
TREE	\$	1,500.00
Temporary Easement for construction:		
100 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A

Improvement & Buildings acquired with right of way:
N/A

2,760.00
TOTAL: \$ 1,260.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Eugene L. Gilden

By: Eugene L. Gilden
Eugene L. Gilden

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Eugene L. Gilden

If mortgage or other liens, show names of holders:

Freedom Mortgage Corporation (MERS, as nominee for lender)

REMARKS:

PIN/APN 00114067

Security Title File Number 2068392

APPROVED TO FORM:

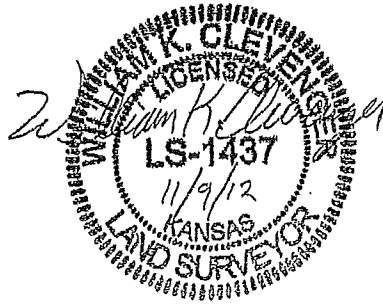
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain
Gerald Cain, Project Manager

A 14026 - Right of Way

The west 10.00 feet of the north 105.00 feet of Lot 11, Gilders Court, Sedgwick County, Kansas.



A 14026 – Temporary Construction Easement

The south 20.00 feet of the north 32.00 feet of the east 5.00 feet of the west 15.00 feet of Lot 11,
Gilders Court, Sedgwick County, Kansas.





A 14026

2904 N Amidon



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2860 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2860 North Amidon consists of 700 square feet for road right-of-way together with a 100 square foot temporary easement. The taking is a ten foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however; there is an in ground sprinkler system that will have to be reset. The temporary easement during construction will allow for proper grading at the driveway.

Analysis: The proposed acquisition was valued at \$980, or \$880 (\$1.26 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer plus an additional \$1,020 for a total of \$2,000. The additional compensation will allow the seller to cap and reinstall the in ground sprinkler system together with replacing mature landscaping.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$2,500 is requested. This includes \$2,000 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0019

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 21st day of April, 2013, by and between

Angel Banuelos

2860 Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

700 (Sq. Ft.) \$ 880.00

Damages:

Sprinkler, and landscaping \$ 1,020.00

Temporary Easement for construction:

100 (Sq. Ft.) \$ 100.00

Permanent Drainage Easement for construction:

N/A (Sq. Ft.) \$ N/A

Improvement & Buildings acquired with right of way:

N/A

TOTAL: \$ 2,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Angel Banuelos

By: 
Angel Banuelos

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Angel Banuelos

If mortgage or other liens, show names of holders:

Case No. 12DM-1492 (Divorcee Decree)

REMARKS:

PIN/APN 00114070

Security Title File Number 2068385

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


Gerald Cain, Project Manager

A 14029 - Right of Way

The west 10.00 feet of the north 70.00 feet of the south 140.00 feet of Lot 12, Gilders Court,
Sedgwick County, Kansas.






RIGHT OF WAY EXHIBIT

BANUELOS ANGEL
2860 AMIDON
WICHITA KS 67204-4906

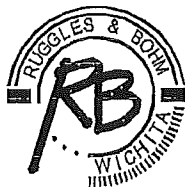
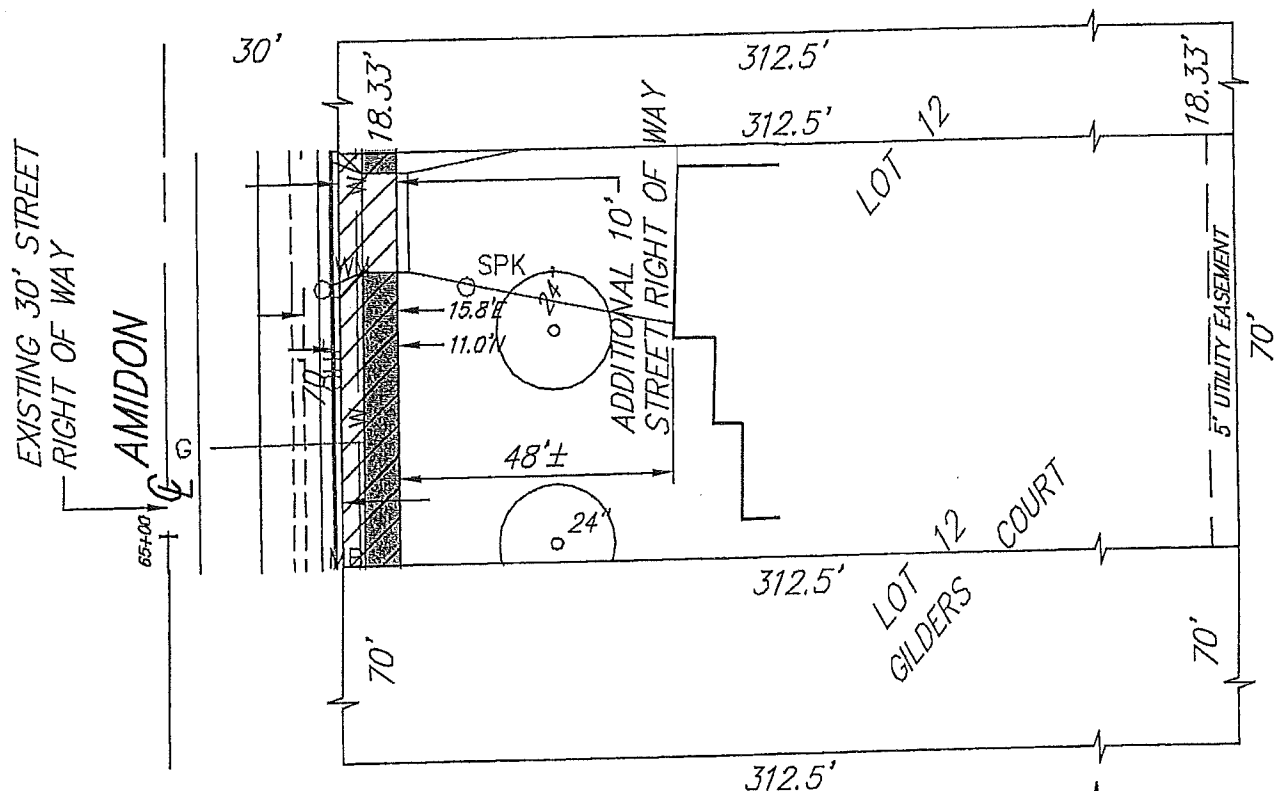
A 14029

Right Of Way Area: 700 Sq. Ft.±
0.02 Acres±

 = BRICK
 = PROPOSED SIDEWALK
 = PROPOSED STREET RIGHT OF WAY

(DISTANCE)_E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)_N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, F.A.

Engineering, Surveying, Land Planning

924 North Main

Wichita, Kansas 67203

www.rbkansas.com

(316) 264-8008

(316) 264-4621 fax

E-mail: info@rbkansas.com



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

BANUELOS ANGEL
2860 AMIDON
WICHITA KS 67204-4906

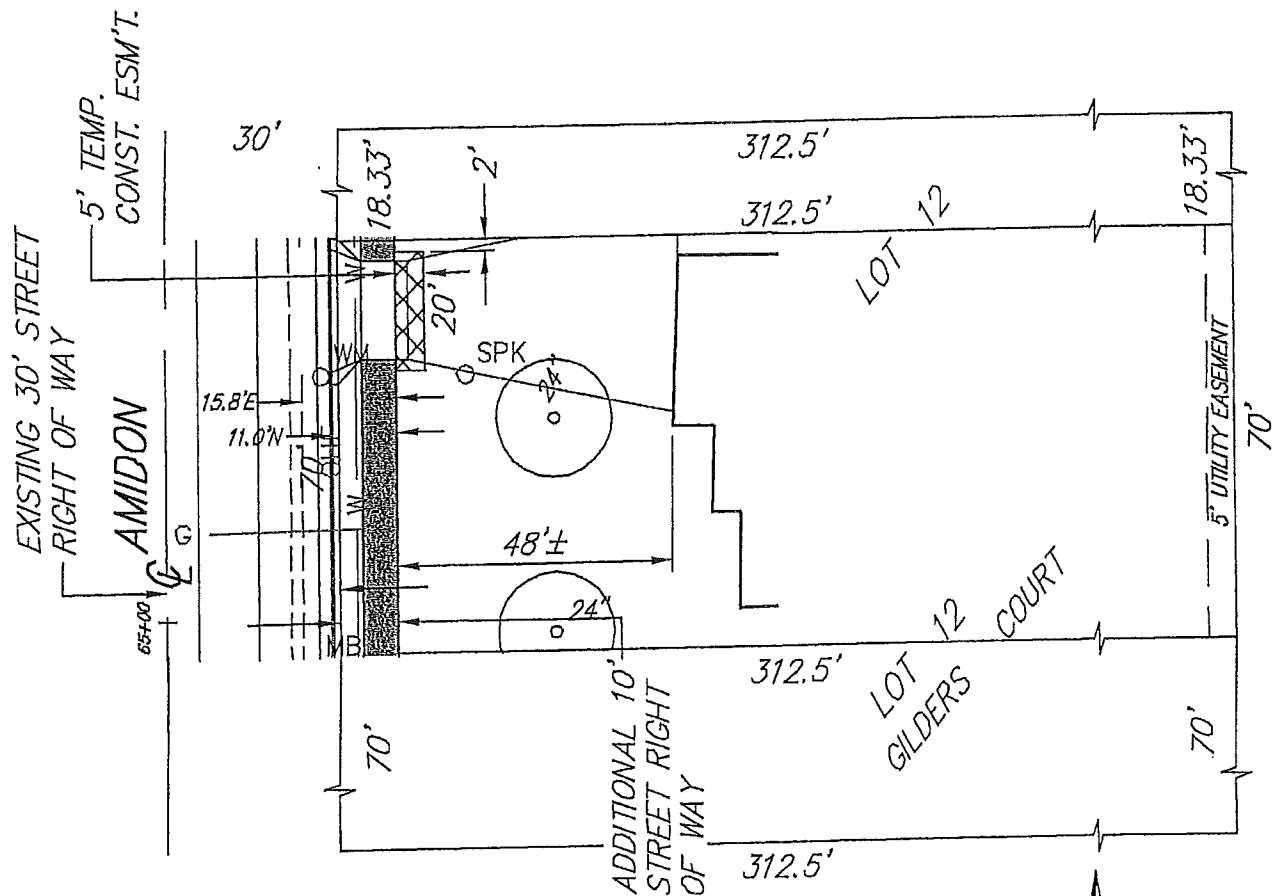
A 14029

Easement Area: 100 Sq. Ft.±
0.002 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

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Wichita, Kansas 67203
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(316) 264-4621 fax
E-mail: info@rbkansas.com

3647T



A 14029

2860 N Amidon



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CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2835 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2835 North Amidon consists of 500 square feet for road right-of-way together with a 700 square foot temporary easement. The taking is a five foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however; there is an in ground sprinkler system that will have to be reset. The temporary easement during construction will allow for proper grading at the driveway and along the new right-of-way.

Analysis: The proposed acquisition was valued at \$730, or \$630 (\$1.26 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,230 is requested. This includes \$730 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0020

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 17TH day of APRIL, 2013, by and between

Margie L. Powell

2835 Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
500 (Sq. Ft.)	\$	630.00
Damages:	\$	
Temporary Easement for construction:		
700 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A
Improvement & Buildings acquired with right of way:		
N/A		
TOTAL:		\$ 730.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Margie L. Powell

By: <u>Margie L. Powell</u>	By: _____
Margie L. Powell	

THE CITY OF WICHITA

ATTEST:

By: _____	By: _____
Carl Brewer, Mayor	Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Margie L. Powell
 If mortgage or other liens, show names of holders:
None found

REMARKS:

PIN/APN 00113923
 Security Title File Number 2068386

APPROVED TO FORM:

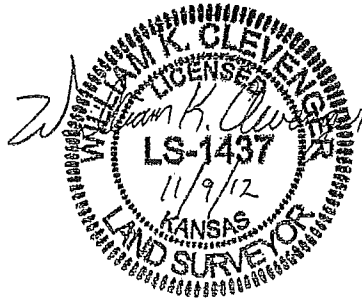
 Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain
 Gerald Cain, Project Manager

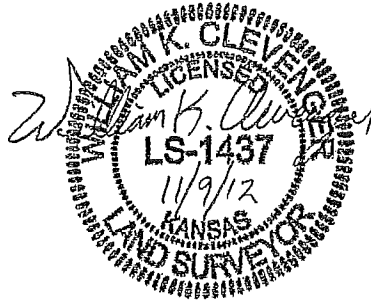
A 13884 - Right of Way

The east 5.00 feet of Lot 73, Van Acres, Sedgwick County, Kansas.



A 13884 – Temporary Construction Easement

The west 5.00 feet of the east 10.00 feet AND the south 20.00 feet of the north 31.00 feet of the west 10.00 feet of the east 20.00 feet of Lot 73, Van Acres, Sedgwick County, Kansas.

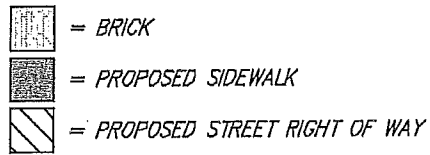


RIGHT OF WAY EXHIBIT

POWELL JACK C ETAL
2835 AMIDON
WICHITA KS 67204-4905

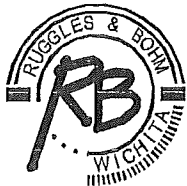
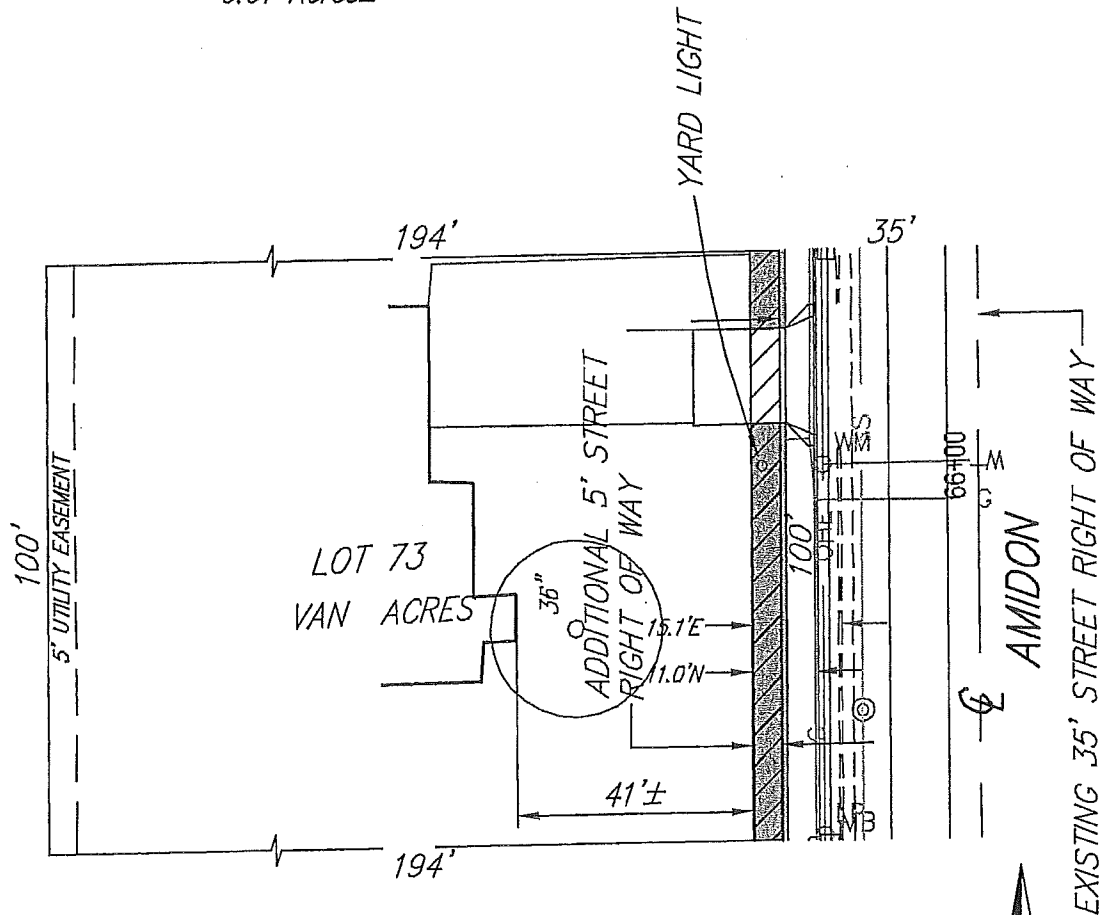
A 13884

Right Of Way Area: 500 Sq. Ft.±
0.01 Acres±



(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

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Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

3647T

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

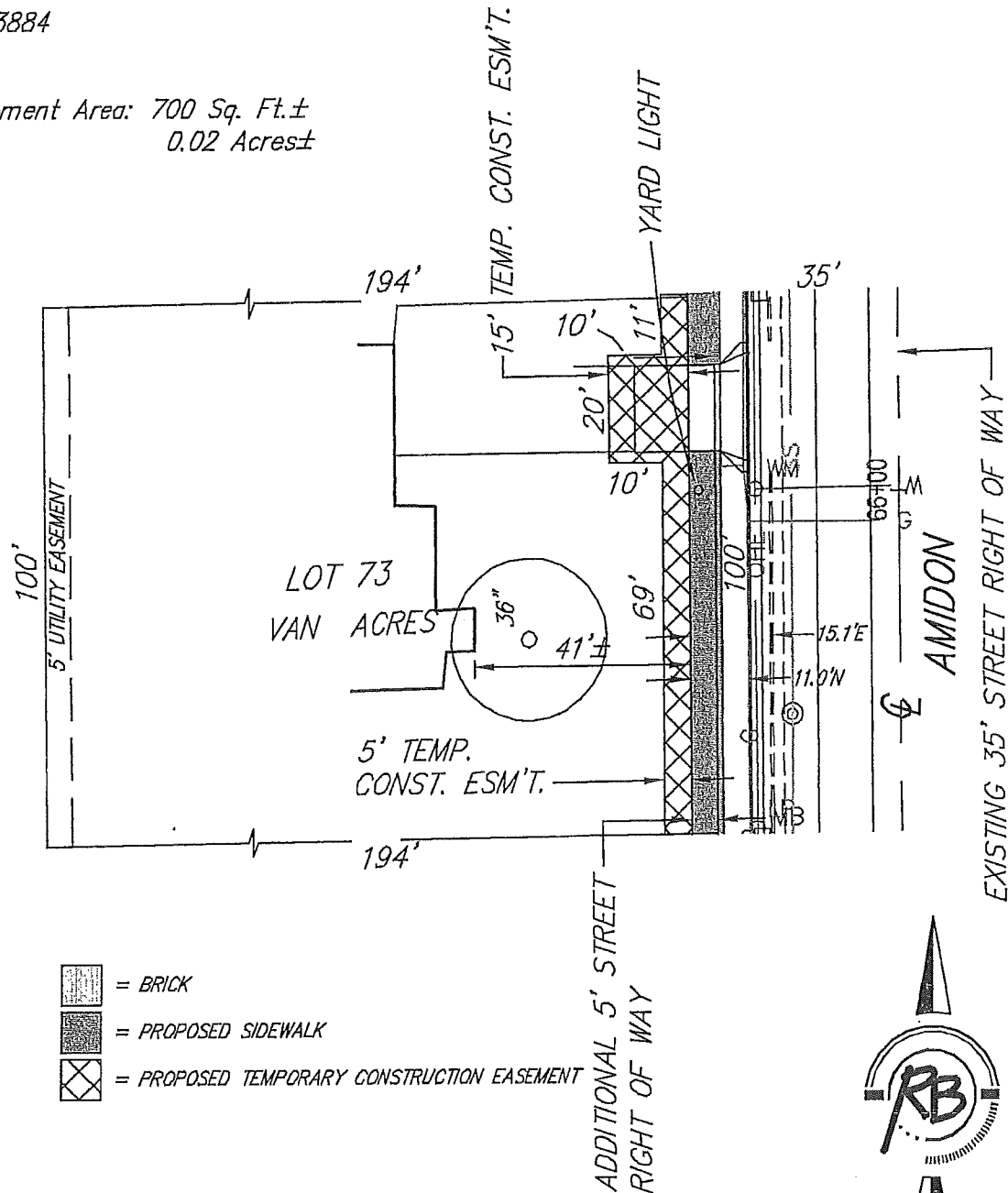
POWELL JACK C ETAL
2835 AMIDON
WICHITA KS 67204-4905

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

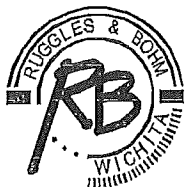
(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

A 13884

Easement Area: 700 Sq. Ft.±
0.02 Acres±



- = BRICK
- = PROPOSED SIDEWALK
- = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

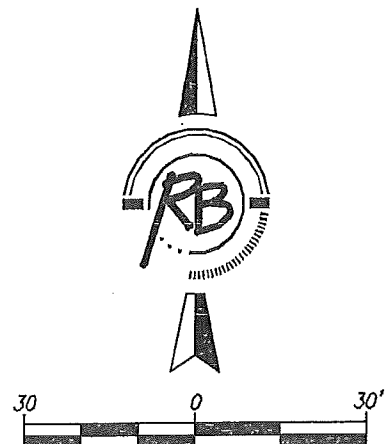


Ruggles & Bohm, P.A.

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(316) 264-4621 fax
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A 13884

2835 N Amidon



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CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2625 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2625 North Amidon consists of 338 square feet for road right-of-way together with a 240 square foot temporary easement. The taking is a three foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however; mature trees will have to be removed. The temporary easement during construction will allow for proper grading at the driveway approach.

Analysis: The proposed acquisition was valued at \$5,700, or \$300 (\$0.88 per square foot) for the right-of-way, \$100 for the temporary easement, and \$5,300 for the trees. The seller agreed to accept the appraised offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,200 is requested. This includes \$5,700 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0007

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 19TH day of APRIL, 2013, by and between

David Ray and Donna B. Ray, husband and wife

329 N Lancaster, Wichita, KS 67230
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

338 (Sq. Ft.) \$ 300.00

Damages:

Trees \$ 5,300.00

Temporary Easement for construction:

240 (Sq. Ft.) \$ 100.00

Permanent Drainage Easement for construction:

N/A (Sq. Ft.) \$ N/A

Improvement & Buildings acquired with right of way:

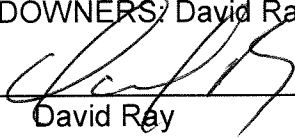
N/A

TOTAL: \$ 5,700.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: David Ray and Donna B. Ray, husband and wife

By: 
David Ray

By: 
Donna B. Ray

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

David Ray and Donna B. Ray, husband and wife

If mortgage or other liens, show names of holders:

Southwest National Bank

REMARKS:


PIN/APN 00113642

Security Title File Number 2068358

APPROVED TO FORM:

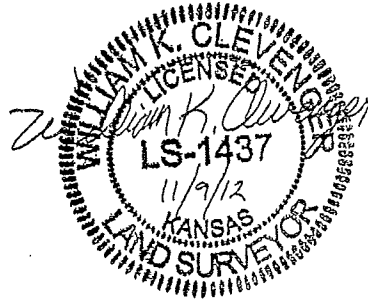
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


Gerald Cain, Project Manager

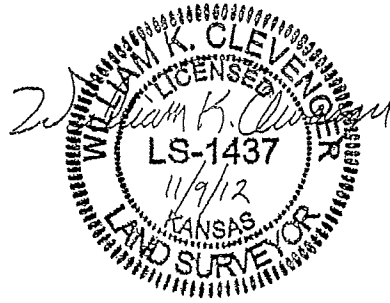
A 13619 - Right of Way

The east 3.00 feet of Lot 2, Block 1, Northwest Gardens, Sedgwick County, Kansas.



A 13619 – Temporary Construction Easement

The south 20.00 feet of the north 38.00 feet of the west 12.00 feet of the east 15.00 feet of Lot 2,
Block 1, Northwest Gardens, Sedgwick County, Kansas.

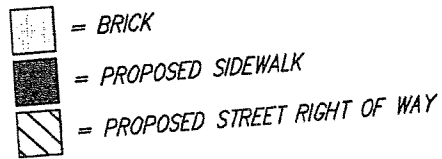


RIGHT OF WAY EXHIBIT

RAY DAVID & DONNA B
329 N LANCASTER
WICHITA KS 67230

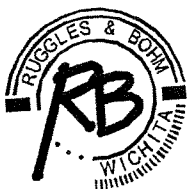
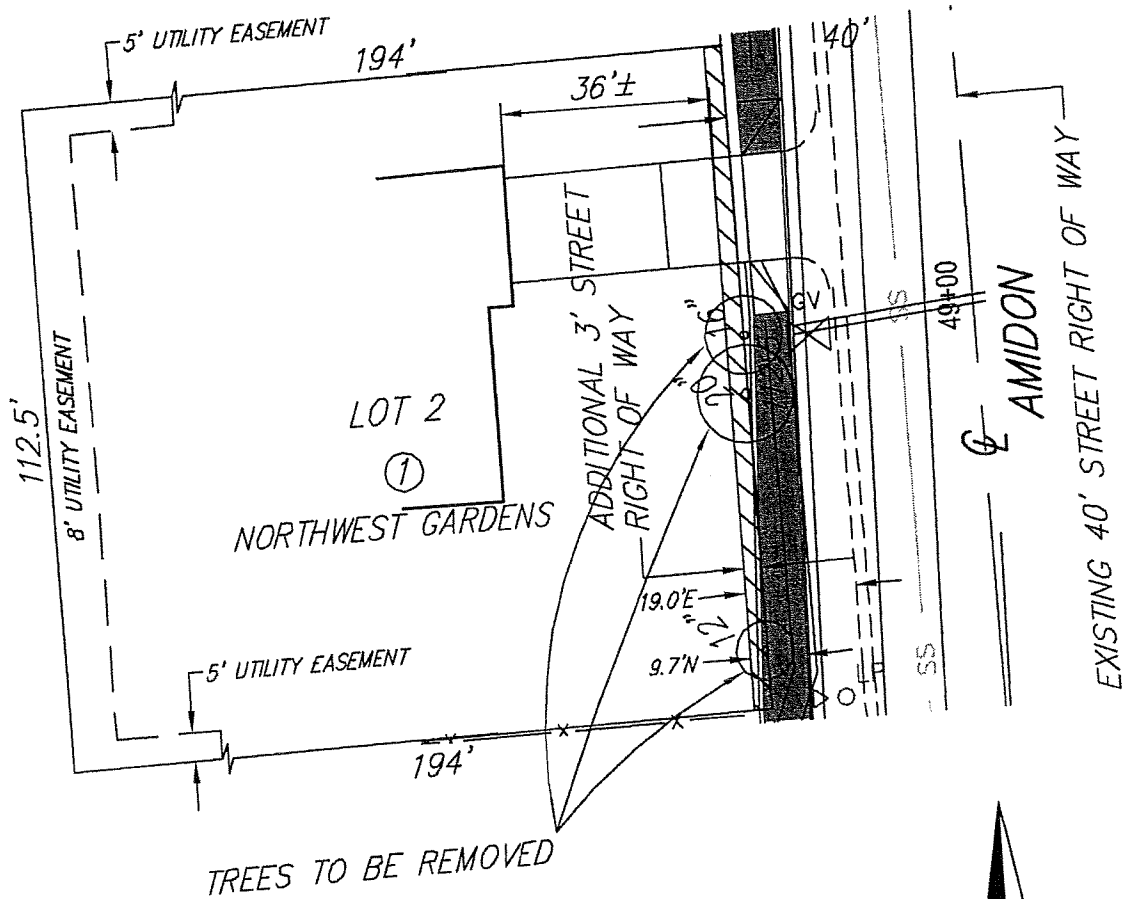
A 13619

Right Of Way Area: 338 Sq. Ft.±
0.01 Acres±



(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com




3647T

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

RAY DAVID & DONNA B
329 N LANCASTER
WICHITA KS 67230

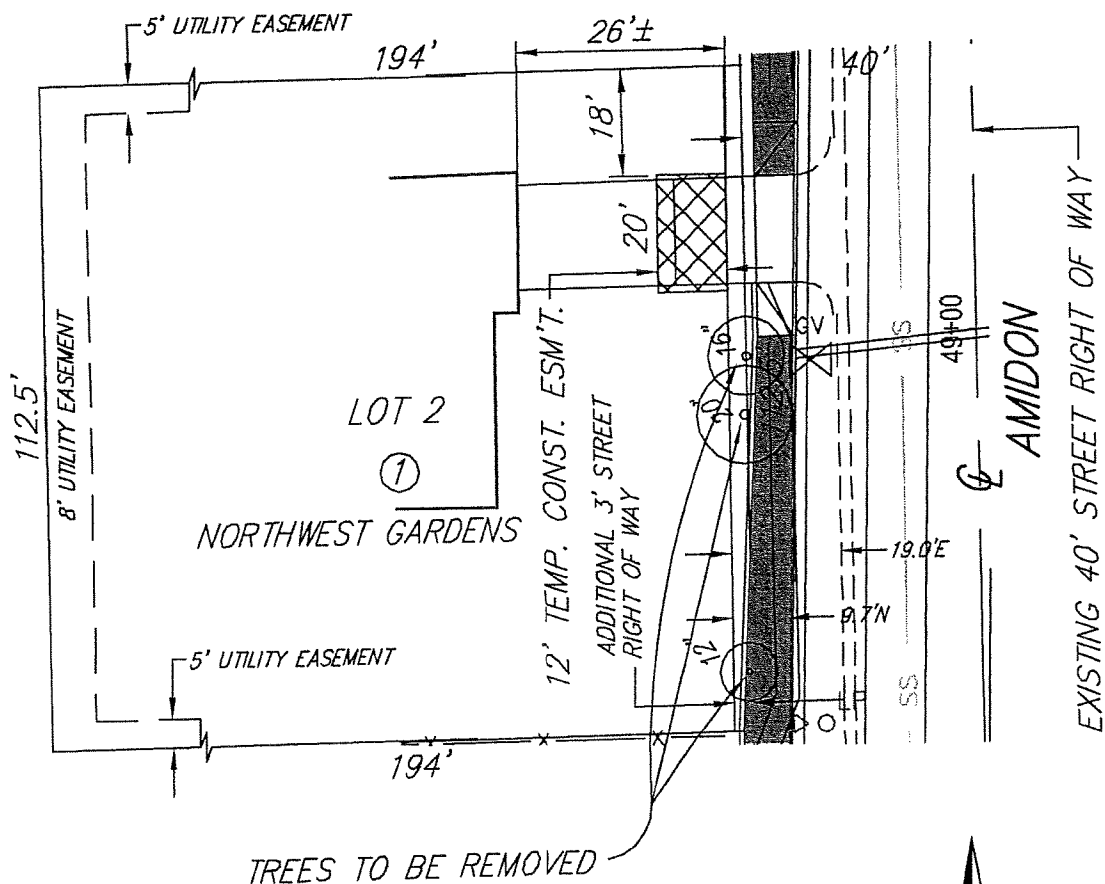
A 13619

Easement Area: 240 Sq. Ft.±
0.006 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

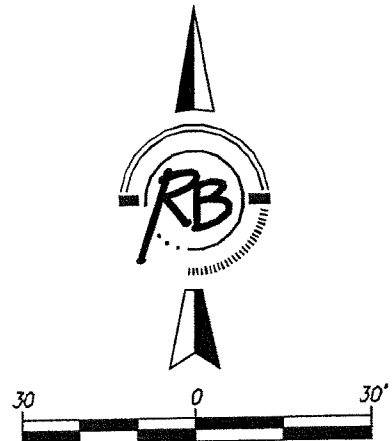


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(316) 264-4621 fax
E-mail: info@rbkansas.com





A 13619

2625 N Amidon



Printed: 11/15/2012 8:37:41 AM
Covered by GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2742 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2742 North Amidon consists of 670 square feet for road right-of-way together with a 950 square foot temporary easement. The taking is a five foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however; mature trees and fencing will have to be removed. The temporary easement during construction will allow for proper grading at the two driveway approaches.

Analysis: The proposed acquisition was valued at \$680, or \$580 (\$0.86 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer plus an additional \$1,500 for the loss of trees and \$1,200 for fencing for a total of \$3,380. The additional compensation will allow the seller to remove the mature tree, and install replacement landscaping and remove and replace the existing fence.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,880 is requested. This includes \$3,380 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue **DATE:** April 19, 2013
COUNTY: Sedgwick **TRACT NO.:** 0010

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 20TH day of APRIL, 2013, by and between

Dwight M. Diefenbach and Margie R. Diefenbach, husband and wife, and Michael L. Davenport and Deeann L. Davenport, husband and wife

517 Manlo, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

670 (Sq. Ft.)	\$	580.00
Damages including but not limited to :		
Fencing, trees and driveway	\$	2,700.00
Temporary Easement for construction:		
950 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A

Improvement & Buildings acquired with right of way:

Fencing, trees and driveway

TOTAL: \$ 3,380.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Dwight M. Diefenbach and Margie R. Diefenbach, husband and wife and Michael L. Davenport and Deeann L. Davenport, husband and wife

By: Dwight M. Diefenbach
Dwight M. Diefenbach

By: Margie R. Diefenbach
Margie R. Diefenbach

By: Michael L. Davenport
Michael L. Davenport

By: Deeann L. Davenport
Deeann L. Davenport

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Dwight M. Diefenbach and Margie R. Diefenbach, husband and wife and Michael L. Davenport and Deeann L. Davenport, husband and wife

If mortgage or other liens, show names of holders:

MERS as nominee for INTRUST Bank, N.A.

REMARKS:

PIN/APN 00114176

Security Title File Number 2068367

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain
190 Gerald Cain, Project Manager

A 14122 - Right of Way

The west 5.00 feet of Lot 25, Gilders Riverside, Sedgwick County, Kansas.



A 14122 – Temporary Construction Easement

The south 95.00 feet of the east 10.00 feet of the west 15.00 feet of Lot 25, Gilders Riverside,
Sedgwick County, Kansas.

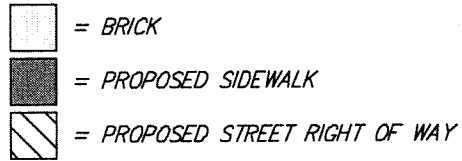


RIGHT OF WAY EXHIBIT

DIEFENBACH DWIGHT M & MARGIE R ETAL
517 MANLO
WICHITA KS 67204-4062

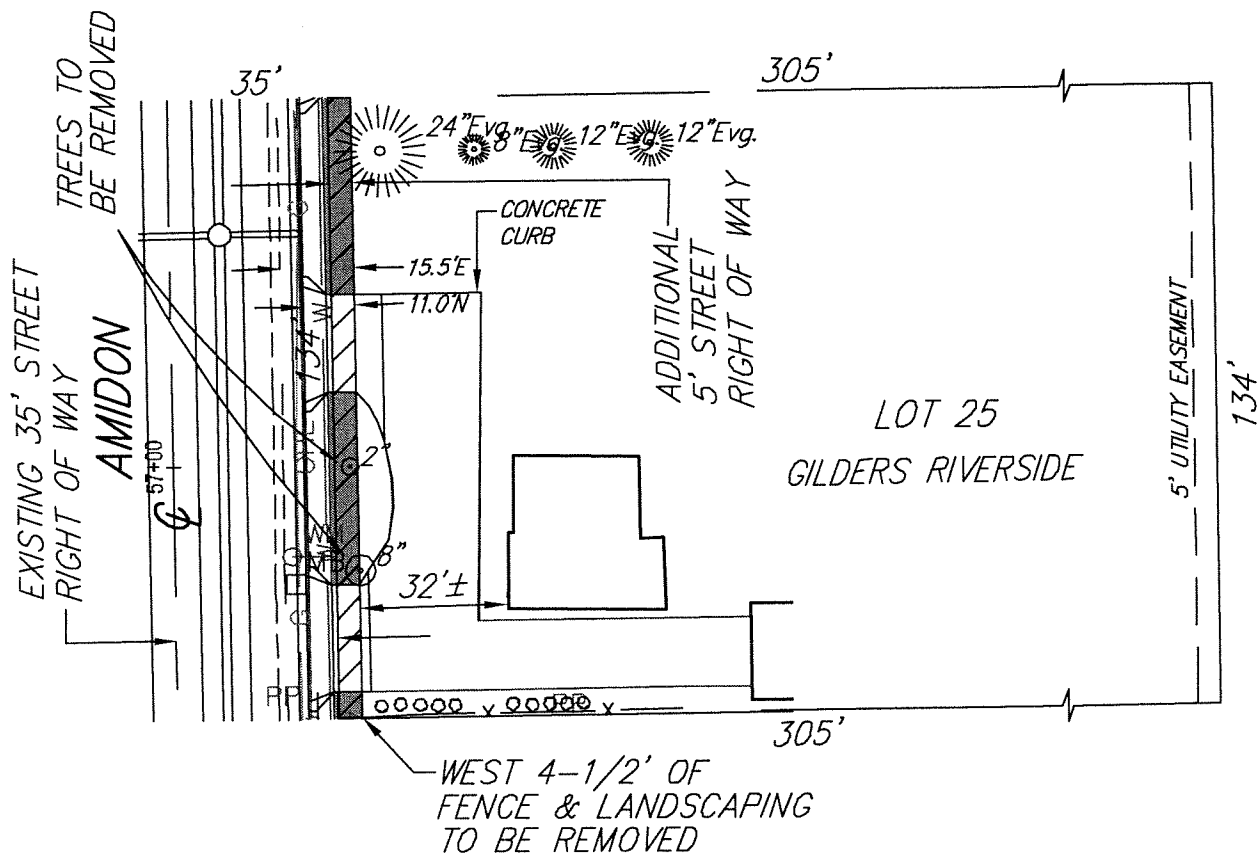
A 14122

Right Of Way Area: 670 Sq. Ft.±
0.02 Acres±



(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
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(316) 264-4621 fax
E-mail: info@rbkansas.com





TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

DIEFENBACH DWIGHT M & MARGIE R ETAL
517 MANLO
WICHITA KS 67204-4062

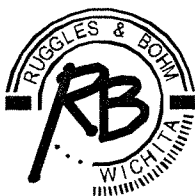
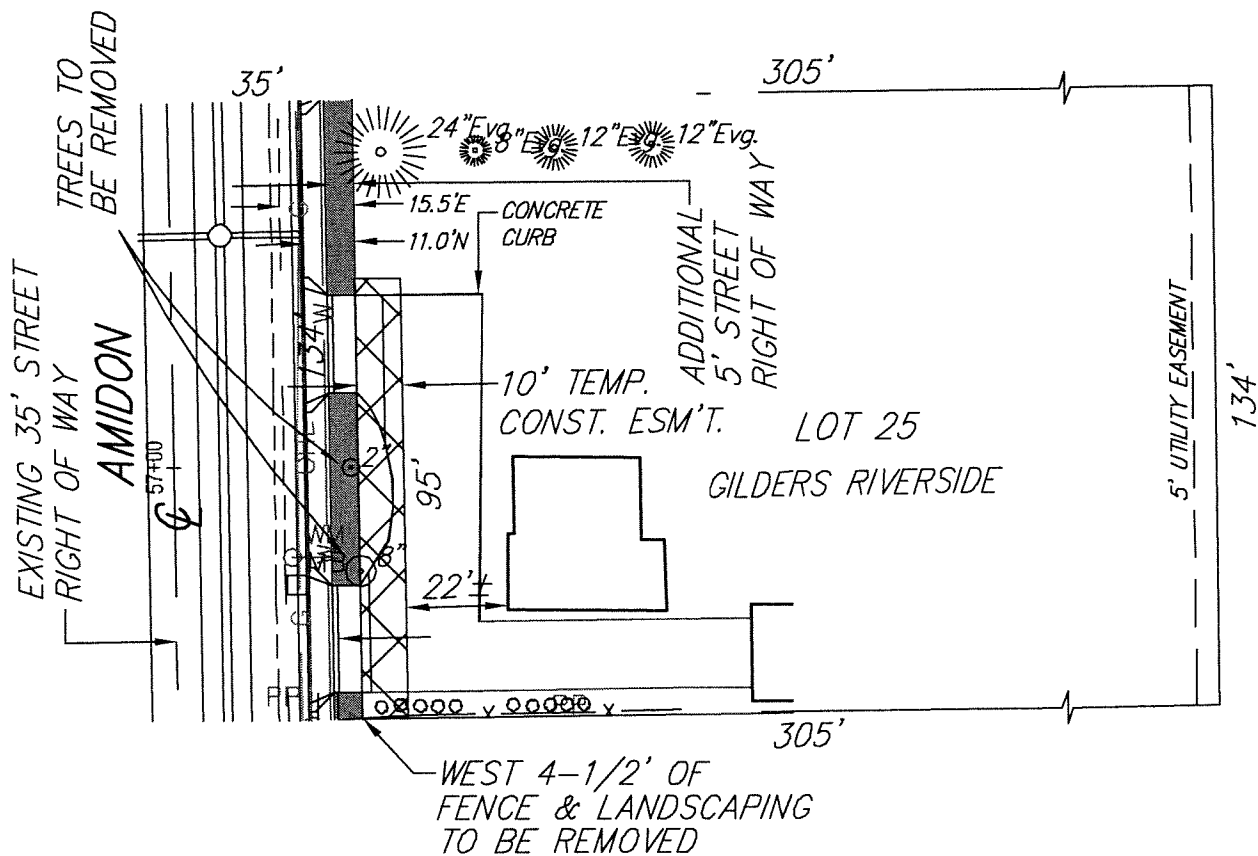
A 14122

Easement Area: 950 Sq. Ft.±
0.02 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



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E-mail: info@rbkansas.com





A 14122

2742 N Amidon



Created: 11/15/2012 9:23:46 AM
#112
Weed By GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2915 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2915 North Amidon consists of 500 square feet for road right-of-way together with a 200 square foot temporary easement. The taking is a five foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however; it is anticipated that a mature tree will have to be removed. The temporary easement during construction will allow for proper grading at the driveway.

Analysis: The proposed acquisition was valued at \$730, or \$630 (\$1.26 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer plus an additional \$1,500 for a total of \$2,230. The additional compensation will allow the seller to remove the mature tree and install replacement landscaping.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$2,730 is requested. This includes \$2,230 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0024

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 17TH day of APRIL, 2013, by and between

James L. Thurman and Lola L. Thurman, his wife

2915 N Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
500 (Sq. Ft.)	\$	630.00
Damages:		
TREE	\$	1500.00
Temporary Easement for construction:		
200 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A
Improvement & Buildings acquired with right of way:		
N/A		
		2,230.00
TOTAL:	\$	730.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: James L. Thurman and Lola L. Thurman, his wife

By: James L. Thurman
James L. Thurman

By: Lola L. Thurman
Lola L. Thurman

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

James L. Thurman and Lola L. Thurman, his wife

If mortgage or other liens, show names of holders:

Freedom Mortgage Corporation (MERS, as nominee for lender)

REMARKS:

PIN/APN 00113925

Security Title File Number 2068393

APPROVED TO FORM:

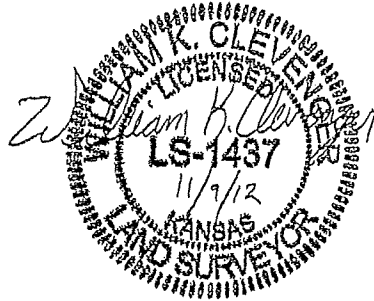
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain
Gerald Cain, Project Manager

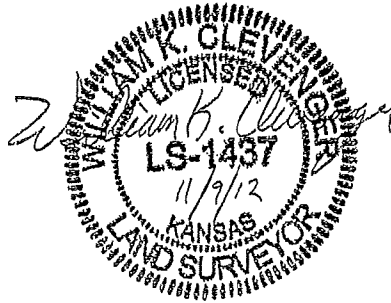
A 13886 - Right of Way

The east 5.00 feet of Lot 75, Van Acres, Sedgwick County, Kansas.



A 13886 – Temporary Construction Easement

The north 20.00 feet of the south 52.00 feet of the west 10.00 feet of the east 15.00 feet of Lot 75, Van Acres, Sedgwick County, Kansas.

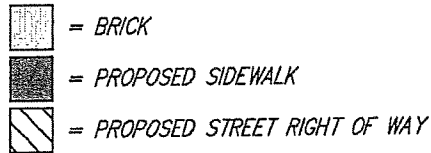


RIGHT OF WAY EXHIBIT

THURMAN JAMES L ETUX
2915 AMIDON
WICHITA KS 67204-4907

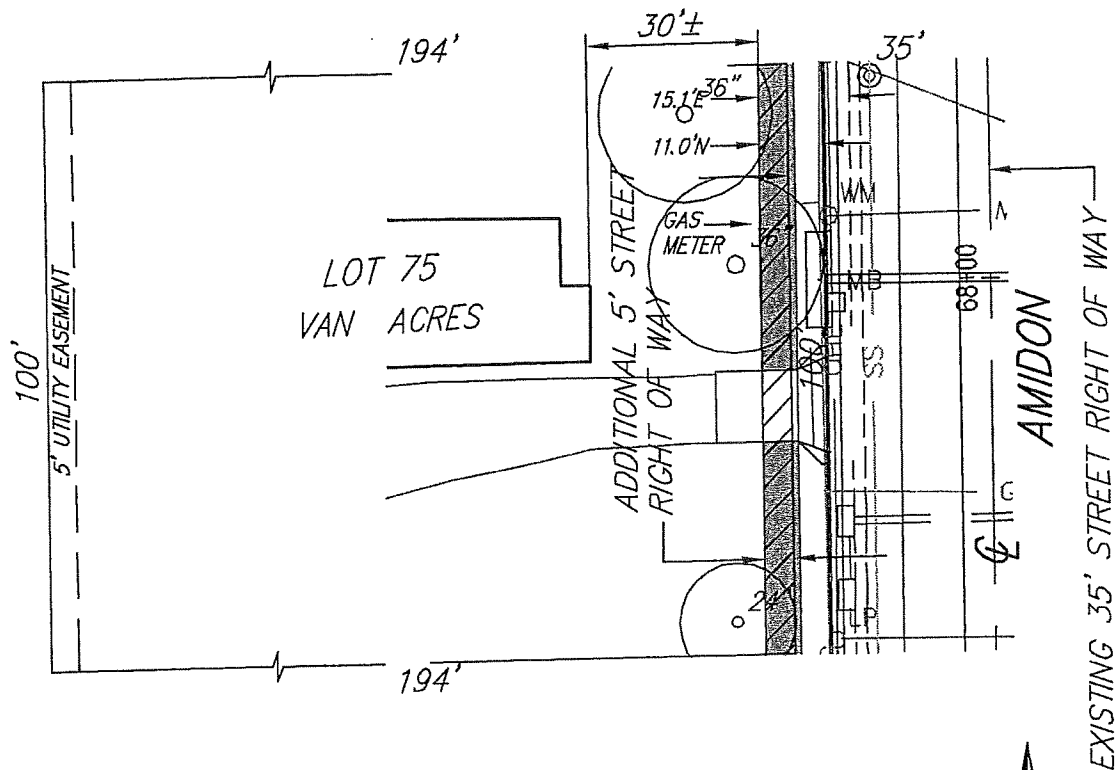
A 13886

Right Of Way Area: 500 Sq. Ft.±
0.01 Acres±



(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com






3647T

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

THURMAN JAMES L ETUX
2915 AMIDON
WICHITA KS 67204-4907

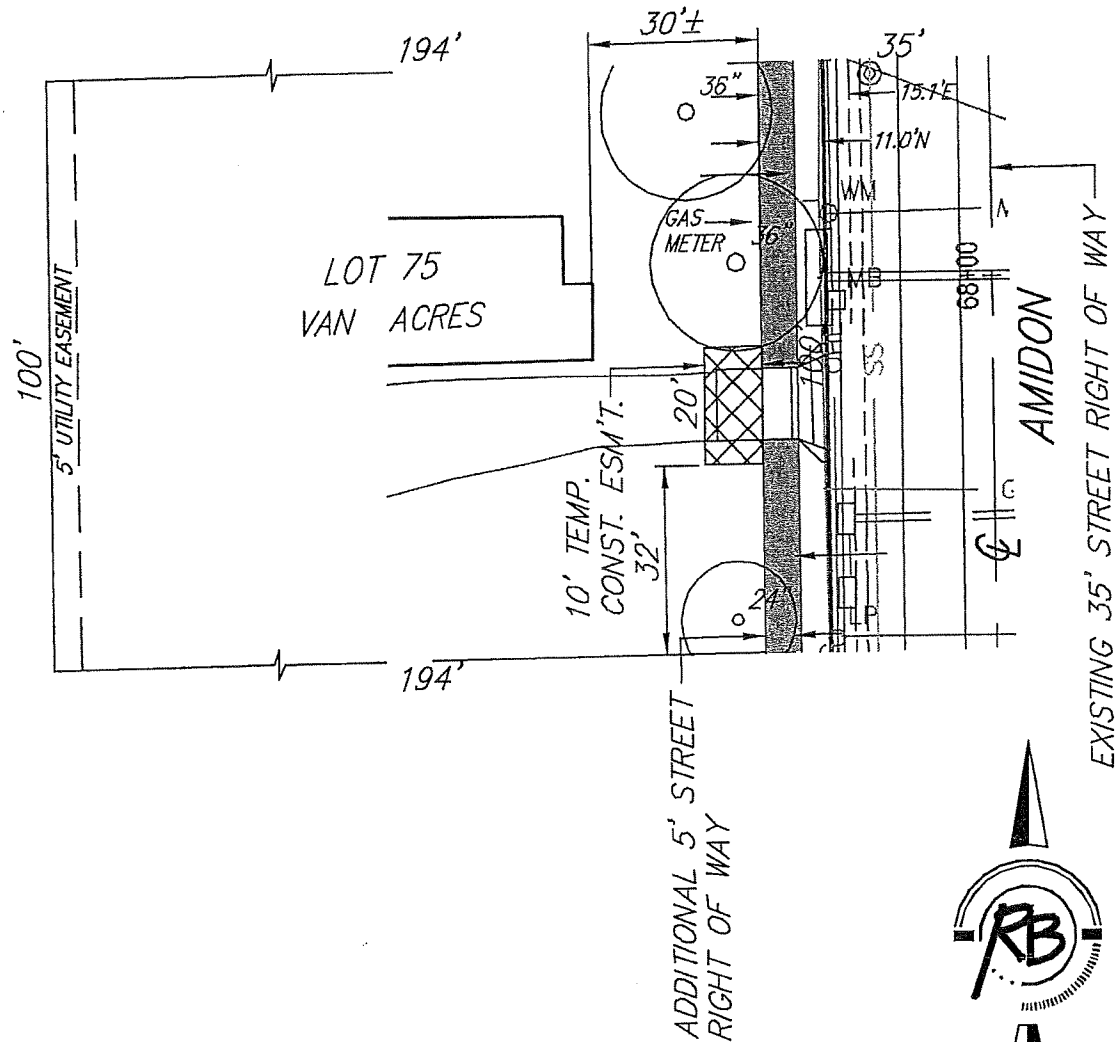
A 13886

Easement Area: 200 Sq. Ft.±
0.005 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



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Wichita, Kansas 67203
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3647T



A 13886

2915 N Amidon



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CITY OF WICHITA
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2815 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of thirty properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2815 North Amidon consists of 500 square feet for road right-of-way together with a 480 square foot temporary easement. The taking is a five foot wide strip of land adjacent to Amidon. The improvements are not impacted by the proposed project however; it is anticipated that a mature tree will have to be removed. The temporary easement during construction will allow for proper grading at the driveway.

Analysis: The proposed acquisition was valued at \$730, or \$630 (\$1.26 per square foot) for the right-of-way and \$100 for the temporary easement. The seller agreed to accept the appraised offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,230 is requested. This includes \$730 for the acquisition and \$500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: _____

COUNTY: Sedgwick TRACT NO.: 0016

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 18TH day of APRIL, 2013, by and between

Hiep Q. Nguyen and Anh Dao T. Le, husband and wife

2815 Amidon, Wichita, KS 67204
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
500 (Sq. Ft.)	\$	630.00
Damages:	\$	
Temporary Easement for construction:		
480 (Sq. Ft.)	\$	100.00
Permanent Drainage Easement for construction:		
N/A (Sq. Ft.)	\$	N/A
Improvement & Buildings acquired with right of way:		
N/A		
TOTAL:		\$ 730.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Hiep Q. Nguyen and Anh Dao T. Le, husband and wife

By: [Signature]
Hiep Q. Nguyen

By: [Signature]
Anh Dao T. Le

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Hiep Q. Nguyen and Anh Dao T. Le, husband and wife

If mortgage or other liens, show names of holders:

BNC National Bank

REMARKS:

PIN/APN 00113921

Security Title File Number 2068381

APPROVED TO FORM:

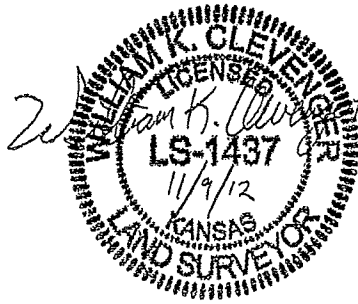
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

[Signature]
Gerald Cain, Project Manager

A 13882 - Right of Way

The east 5.00 feet of Lot 71, Van Acres, Sedgwick County, Kansas.



A 13882 – Temporary Construction Easement

The west 16 feet of the east 21.00 feet of the north 30.00 feet of Lot 71, Van Acres, Sedgwick County, Kansas.

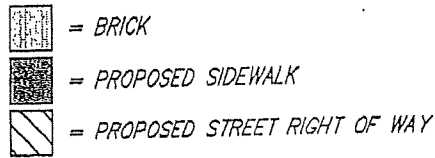


RIGHT OF WAY EXHIBIT

NGUYEN HIEP Q & ANH DAO T LE
2815 N AMIDON
WICHITA KS 67204-4905

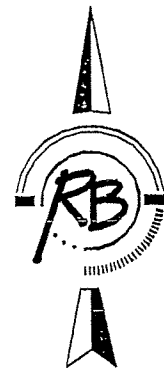
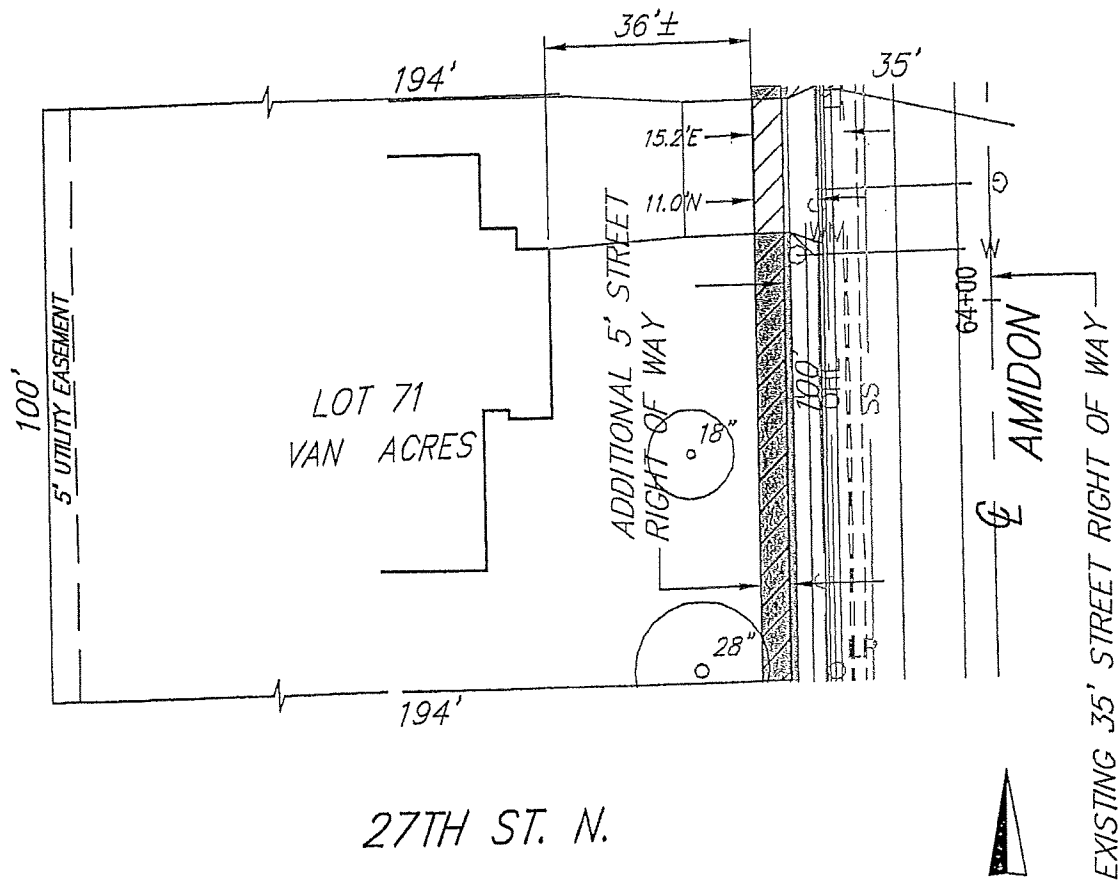
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Right Of Way Area: 500 Sq. Ft.±
0.01 Acres±



(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
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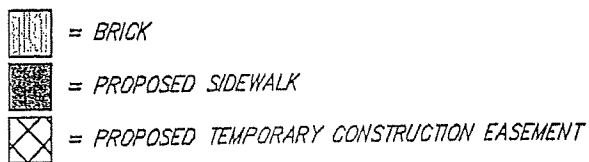
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TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

NGUYEN HIEP Q & ANH DAO T LE
2815 N AMIDON
WICHITA KS 67204-4905

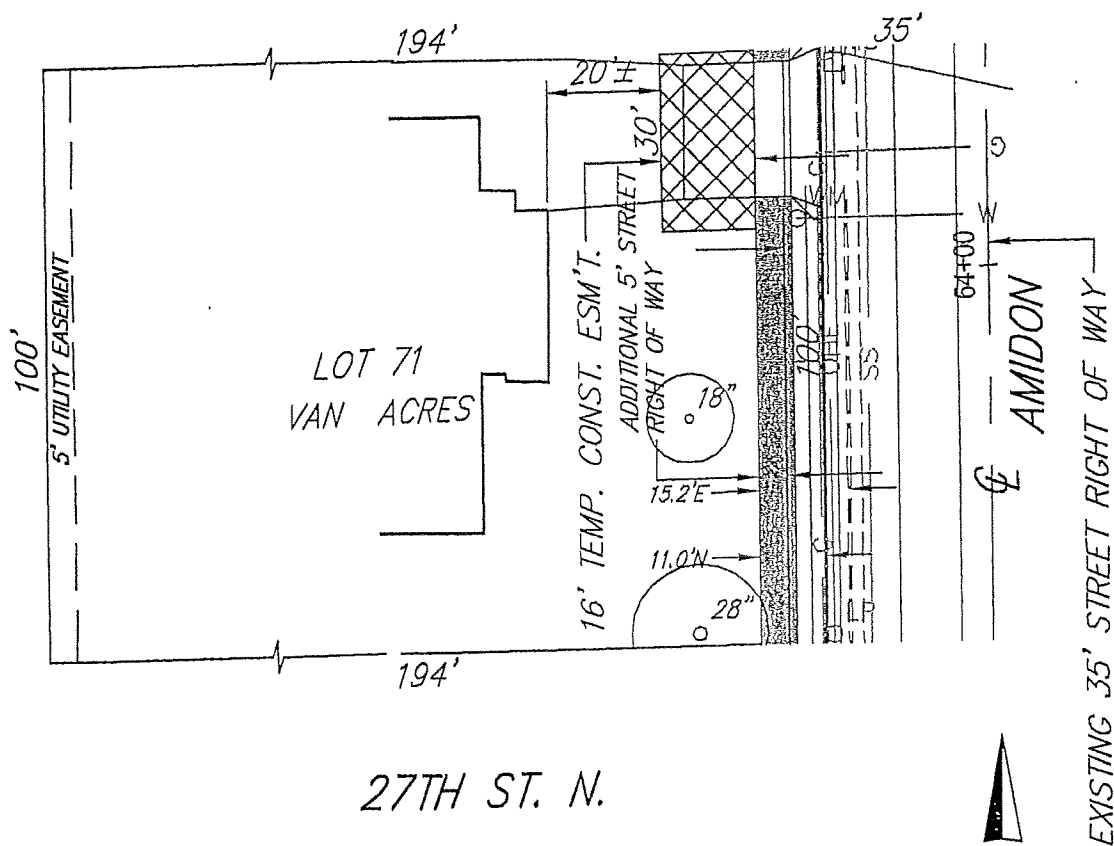
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Easement Area: 480 Sq. Ft.±
0.01 Acres±

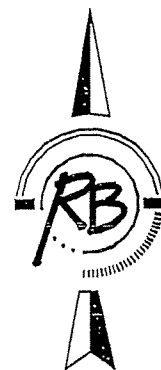


(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

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27TH ST. N.



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2815 N Amidon



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
APRIL 2013

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Automatic Teller Machines - Century II	4/30/2014	Intrust Bank NA	Century II	5/1/2007 - 4/30/2010	1 - 1 year option
Bicycle Services: Parts & Repairs	4/30/2014	MJS Enterprises Inc. DBA Bicycle X Change Shops	Police	5/1/1998 - 4/30/1999	Annual basis
Brooms, Elgin Main & Gutter for Street Sweepers	4/30/2014	West Coast Equipment, Inc.	Public Works & Utilities	5/18/2012 - 4/30/2013	1 - 1 year option
Concessions at Park Athletic Fields	4/30/2014	Joe Stevens Vending Co., Inc.	Park & Recreation	5/1/2011 - 4/30/2012	Last option
Concessions at Planeview Park Baseball Fields	4/30/2014	Juan Campos (Tiendita La Pelota)	Park & Recreation	5/1/2011 - 4/30/2012	Last option
Deionized Water	4/30/2014	Halls Culligan Water Conditioning, Inc.	Public Works & Utilities	5/1/2012 - 4/30/2013	1 - 1 year option
Drug Testing Services	4/30/2013	Comcare Addiction Treatment Services	Municipal Court	5/1/2009 - 4/30/2010	1 - 1 year option
Electronic Equipment Removal & Proper Disposal	4/30/2014	International Electronics-Recyclers, LLC	IT / IS	5/11/2012 - 4/30/2013	1 - 1 year option
Elevator Maintenance	4/30/2013	Kone, Inc.	Various	5/1/2010 - 4/30/2011	2 - 1 year options
Filter Fly Control Chemicals	4/30/2014	Precision Control Technology, Inc. dba Adapco Environmental Solutions	Public Works & Utilities	05/13/2003 - 04/30/2004	Annual basis
Filters: Miscellaneous Air, Fuel & Oil	4/30/2014	Central Power Systems & Services, Inc.	Various	5/3/2011 - 4/30/2012	Last option
Glass, Window and Plate	4/30/2014	Wickham Industries Inc.	Various	5/1/2012 - 4/30/2013	1 - 1 year option
Hydrogen Peroxide (Bulk Delivery)	4/30/2013	Brenntag Southwest, Inc.	Public Works & Utilities	5/10/2011 - 4/30/2012	1 - 1 year option
Liquid Carbon Dioxide - Bulk Delivery	4/30/2014	EPCO Carbon Dioxide Products, Inc.	Public Works & Utilities	5/15/2012 - 4/30/2013	1 - 1 year option
Oils -Lubricating, Gear; Grease, Transmission Fluid and Oil Analysis - (Alternate Bid) Group 1	4/30/2014	Crossfaith Ventures LC dba Ramsey Oil	Various	5/16/2012 - 4/30/2013	1 - 1 year option
Paint-Airfield Traffic Line	4/30/2014	Ennis Paint, Inc.	Airport	5/1/2011 - 4/30/2012	Last option
Parking - Operation of Public Parking Facility at Wichita Mid-Continent Airport	4/30/2015	Ampco System Parking	Airport	5/1/2005 - 4/30/2008	Last option
Pest Control - Various	4/30/2014	Reliable Pest Management	Various	5/1/2012 - 4/30/2013	1 - 1 year option
Police Cycling Helmets & Gloves	4/30/2014	MJS Enterprises, Inc. dba Bicycle X-Change	Police	5/1/2003 - 4/30/2004	Annual basis
Pool Chemicals (Group 2: Calcium Hypochlorite Granulated Chlorine, Group 3: Diatomaceous Earth, Group 4: Isocyanuric Acid-powdered, Group 5: Hydrochloric and/or Muriatic Acid)	4/30/2014	Leslie's Swimming Pool Supplies	Park & Recreation	5/10/2011 - 4/30/2012	Last option with usage only 5 months of year
Pool Chemicals (Group 1: 3" Pucks Calcium Hypochlorite)	4/30/2013	United Industries, Inc.	Park & Recreation	5/10/2011 - 4/30/2012	1 - 1 year option with usage only 5 months of year
Runway Derubberizing Compound	4/30/2014	Unicen Impex Inc. dba Unicen Industries	Airport	5/11/2011 - 4/30/2012	Last option
Tire Repair & Service	4/30/2014	Becker Tire of Wichita	Various	5/8/2012 - 4/30/2013	1 - 1 year option
Valley Center Solids Handling Agreement with City of Wichita	4/30/2014	City of Valley Center	Public Works & Utilities	5/1/2011 - 4/30/2012	Last option
Water Utility Service Lines Installation	4/30/2013	CK Contracting, LLC	Public Works & Utilities	5/1/2010 - 4/30/2011	Last option

PROFESSIONAL CONTRACTS UNDER \$25,000
APRIL 2013

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR APRIL 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Dataedge Solutions Corp.	DP340182	Software Maintenance/Support	\$49,324.00		
Infor Public Sector, Inc.	DP340211	Software Maintenance/Support	\$69,345.00		
Ventyx Inc.	DP340253	Software Maintenance/Support	\$139,487.00		

City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council Members

SUBJECT: Catering and Concession for Century II

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the selection and award of contract to Premier Food Service, Inc. for Catering and Concession for Century II.

Background: Century II has served the community by providing a multifunctional public facility that offers a wide variety of events including performing arts, theater, concerts, trade shows and conventions. The Hyatt Regency Wichita and Premier Food Service, Inc. (purchased from the Wichita Canteen Company, Inc) are the current in-house catering firms at Century II.

Analysis: A Request for Proposal (RFP) was issued and sent to thirty-five (35) vendors. Three (3) vendors responded. A staff screening and selection committee reviewed the proposals to select a vendor based on the evaluation criteria in the proposal. All three firms were interviewed. Based on qualifications, staffing levels, knowledge of City catering and concession processes and price, Premier Food Service, Inc. is recommended to provide Catering and Concession for Century II.

Financial Considerations: The contract will not obligate the City to any specific purchase or volume of catering and concession purchases.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract with Premier Food Service, Inc. for one (1) year with an option to renew for four (4) additional one (1) year terms, and authorize the necessary signatures.

Attachments: Contract

CATERING AND CONCESSION
AGREEMENT

BETWEEN

CITY OF WICHITA, KANSAS

AND

PREMIER FOOD SERVICE INC.

04-30-2013

CATERING AND CONCESSION AGREEMENT

THIS CATERING AND CONCESSION AGREEMENT ("Agreement") made this 14th day of May, 2013, between the **CITY OF WICHITA, KANSAS** (the "CITY") and **Premier Food Service Inc.**, a Kansas corporation ("PREMIER").

1) DEFINITIONS

- a) **"Catering Services"** shall mean (except as noted otherwise in the Agreement) providing, preparing, serving, and clearing all food and beverage sales (including alcoholic beverages, Concession Sales and Vending) on the premises of Century II, excluding the Promenade Rooms or Promenade Level of which Hyatt Wichita retains the exclusive rights to provide Catering services. Catering services excludes, and the CITY retains all rights concerning, rent for use of rooms, sales from souvenirs, programs, tapes, CDs, t-shirts, novelties, records, books, and other items for sales on the premises of Century II.
 - b) **"Century II"** shall mean the current structure known as the Century II Convention Center, including but not limited to the Expo Hall, but for purposes of this agreement shall exclude the Promenade Rooms and Promenade Level.
 - c) **"Director of Division of Arts and Cultural Services"** means the director of Century II as appointed by the CITY of Wichita. In the absence of the Director of Division of Arts and Cultural Services, his/her designee shall act on his/her behalf.
 - d) **"Concession Sales"** means all sales of food and beverage from any concession stand
 - e) **"Vending Sales"** means all sales from coin operated machines that dispense food or beverages.
 - f) **"Catering Sales"** means all sales of food and beverages that have been contracted by a customer of Century II for on premises consumption.
 - e) **"Gross Revenues"** means all compensation received by PREMIER for providing Catering Sales, Vending Sales and Concession Sales, excluding gratuities, sales taxes, credit card fees and other taxes payable upon sale.
 - f) **"Kitchen Equipment and Serving Supplies"** means all equipment used in operating the kitchen (e.g., ovens, mixers, sinks, dishwashers); kitchen utensils (e.g., knives, ladles, pots, pans); kitchen serving equipment (e.g., beverage pitchers trays); chinaware (being tabletop items such as plates, cups, saucers); glasses; flatware; and hollowware; but excluding table linens.
- (1) All Kitchen/Catering "small wares" (e.g., knives, serving utensils, ladles, pots and pans) supplied by PREMIER will remain the property of PREMIER at the termination of this Agreement.
- (2) All additional equipment supplied by PREMIER to remain PREMIER's property at the termination of the Agreement.

- g) **"Promenade Rooms" or "Promenade Levels"** means the meeting rooms and common areas on the second floor of Expo Hall of Century II.

2) CATERING SERVICES

a) Grant and Acceptance.

The CITY hereby grants to PREMIER, and PREMIER hereby accepts, the co-exclusive right and privilege with Hyatt Hotels Corporation of Kansas, dba Hyatt Regency Wichita ("Hyatt"), to provide catering services to Century II during the term of this agreement subject to the following.

(1) General Limitations

- Both PREMIER and Hyatt catering information shall be simultaneously provided to all catering services inquiries directed to Century II and the customer may select whether to seek catering services from either PREMIER or Hyatt. The obligation to provide simultaneous catering information does not apply to inquiries that solely involve concession sales, which shall be directed to Premier.
- Hyatt shall have the first opportunity to provide catering services to a potential customer if that customer's inquiry relates to the Hyatt hotel sales agreement that include catering services.
- If a customer inquires about Hyatt or Hyatt catering services, Century II or Premier shall immediately inform Hyatt of the inquiry and pass along the customer contact information to a Hyatt Manager. Hyatt is permitted to contact the customer and the customer may select whether to seek catering services from either Premier or Hyatt. If a customer inquires about Premier Catering, the Hyatt or Hyatt Catering services shall immediately inform Premier Catering of the inquiry and pass along the customer contact information to the Premier Manager.

(2) Limitations at the Discretion of Director of Division of Arts and Cultural Services Director of Division of Arts and Cultural Services shall have the right, in his sole discretion, to use catering services, in accordance with this Agreement, other than from Premier and/or Hyatt in the following circumstances:

- If a particular group specifically requests food items that neither Premier nor Hyatt are able to properly prepare or deliver; or
- If a particular group requests food items of an ethnic variety that could more appropriately be prepared by another caterer.
- If the Century II Arts and Cultural Service Director determines that it is in the best interest of the City to seek an additional provider to the uniqueness of the event or activity.

This grant of co-exclusive catering services shall not prevent a temporary lessee of Century II, with the consent of both the Director of Division of Arts and Cultural Services from distributing food samples (1 oz) or merchandise samples free of charge when such products are usually sold or distributed by the lessee in the ordinary course of business.

b) Personnel. PREMIER, at its own expense, shall employ, train, and supervise personnel with appropriate qualifications and experience in sufficient numbers to provide the

catering services that it will perform at the high level of standards of service and quality contemplated by this agreement. These personnel include all required cooks, dishwashers, servers, bartenders, bussers, and supervisory personnel, and all such personnel shall be employees of PREMIER. These employees shall be subject to the rules of Century II when on the Century II premises, and shall have a duty to cooperate with the employees of Century II, and carry out the catering services in a manner that will not disrupt the operation of Century II.

- (1) PREMIER shall use its best efforts not to employ any person who uses improper language or who acts in a loud boisterous manner. PREMIER's employees shall be clean, courteous, and efficient. PREMIER shall require its employees to wear nametags and uniforms, the color and design of which must be approved by the Director of Division of Arts and Cultural Services. The Director of Division of Arts and Cultural Services shall have the right to require PREMIER to remove and replace any employee of PREMIER who the CITY reasonably believes is disrupting the operation of Century II, damaging the reputation of Century II, engaging in illegal or immoral activity, or not properly performing his or her duties as required by this Agreement.
 - (2) PREMIER shall promptly pay all social security, unemployment insurance, retirement, and other federal, state, county, and city taxes, and assessments, which are measured by, or related to, the wages, salaries, or other remuneration paid to PREMIER's employees. PREMIER shall comply at their own cost and expense with all Federal, State, and Local laws, ordinances, rules or regulations for the operation of catering, concessions and vending sales and services. This includes any licenses or permits necessary for operation. The successful vendor agrees to secure and maintain a general liability policy as required by the CITY of Wichita.
 - (3) PREMIER agrees to indemnify, hold harmless, and defend the CITY, and the members of the CITY Council and their respective officers, directors, agents, and employees (the "Indemnified Parties") from and against all loss, damage, liability, cost or expense, including but not limited to attorneys' fees and court costs, incurred or suffered by claimed against any of the Indemnified Parties by any employee of PREMIER in connection with their employment by PREMIER.
 - (4) PREMIER mutually agrees to maintain staffing levels agreed on by the Director of Division of Arts and Cultural Services using current standards for the industry based on the event or activity and estimated number of people in attendance.
- c) **Warranty.** PREMIER warrants that all food, beverage, and service provided under this Agreement shall be of excellent quality. All food and beverage shall be safe and suitable for human consumption and conform to all applicable federal, state and local laws, rules or regulations. A management representative of PREMIER shall meet on a monthly basis with the Director of Division of Arts and Cultural Services to discuss the quantity, quality, and prices of all food, beverages, and services provided by PREMIER under this Agreement.
- d) **Products and Equipment.** PREMIER shall have the right to remove from the said

premises, at any time during the Agreement term any and all equipment placed therein and owned by PREMIER, but not if the same are so permanently attached to the building that removal thereof will leave said building damaged or materially altered, and provided all rents are paid in full; and failing to do so, said improvements and/or equipment shall be and become the property of the CITY. Except as may be mutually agreed between the CITY and PREMIER in certain instance, in connection with PREMIER's performance of its obligations under this Agreement, the following shall apply:

(1) The CITY will deliver the existing kitchen equipment and serving supplies, in Century II in "operational condition" at commencement of the term of this Agreement.

(2) "Operational condition" means the kitchen equipment and serving supplies are in reasonable working condition.

(3) Any additional dishware, goods, supplies, and equipment related to the preparation and service necessary to meet the contractual requirements would be at PREMIER's expense.

- e) **Maintenance, Repair and Replacement.** The parties recognize that the commercial dishwasher included with the Kitchen Equipment made available to PREMIER is near the end of its useful live and will be replaced by CITY as soon as practicable. In all other respects, PREMIER accepts the existing, inventoried Kitchen Equipment and Serving Supplies as being in operational condition. During the Term of the Agreement, PREMIER shall be responsible for maintenance, repair and replacement of all Kitchen Equipment and Serving supplies as needed due to ordinary wear and tear, up to an annual limit of \$3,000. PREMIER shall be responsible without limit for repair or replacement, in the reasonable discretion of CITY, of Kitchen Equipment and Serving Supplies lost or damaged as a result of the negligent acts or omissions or the intentional acts of PREMIER. When the existing dishwasher is replaced it shall fall within this same covenant of maintenance, repair and replacement by PREMIER.

The CITY shall have the right, but not the obligation, to enter upon facilities used by PREMIER at all times in order to verify china, glass, silver, etc., inventories. To the extent that inventories are short, PREMEIR will immediately purchase the necessary items required to bring inventories back to the original levels. The CITY shall also have the right, but not the obligation, to enter upon the facilities used by PREMIER at all reasonable times in order to inspect the kitchen equipment, to ensure that the equipment is in good working order and maintained to the standards required under this Agreement. The CITY's failure to conduct such inspections or to notify PREMIER of any necessary repairs shall not however, be deemed to be negligent, nor to waive the necessity for or excuse PREMIER from the obligation to promptly make any necessary repairs to or replacements of the Kitchen Equipment and Serving Supplies.

- f) **Point of Sale System.** PREMIER will provide a point of sales system in all halls with the exception of Concert Hall that has capability of processing credit cards for all patrons. The

CITY at its expense will provide a point of sales system in Concert Hall and training to PREMIER staff on how to operate the system. Payment to PREMIER of credit card transactions will be made four (4) days following all shows in Concert Hall based on the approved percentages in this contract.

- g) **Title.** Title to all CITY supplied kitchen equipment and serving supplies, and any replacements by CITY thereof, shall be in the name of the CITY.
- h) **Effect of termination.** Upon termination of this Agreement, PREMIER shall deliver to the CITY the kitchen equipment and serving supplies and all other property owned by the CITY, and under the control of PREMIER during the term of this Agreement in "operational condition" or the "condition" maintained by the CITY.
- i) **Cleanup.** PREMIER shall at all times assume full responsibility for keeping storerooms, kitchens, commissary, office, and all other facilities and equipment under its control in a clean and sanitary condition; and it shall keep the area within fifty (50) feet of a permanent or portable concession stand or other service area free from all rubbish or other obstructions. PREMIER shall also regularly clean the tables set up for the public using the concession stands. Cleanup shall be done within a reasonable period of time after the close of each event.
- j) **Setup.** THE CITY will be responsible for setting up eating tables at all events and PREMIER shall be responsible for setting up all buffet tables. Any damage to buffet tables by PREMIER will be repaired or replaced with same make and model tables.
- k) **Food beverage and other items.** PREMIER shall order, stock, prepare, pay for and sell all food, beverages, paper products, ice, and other such sundry items as may be necessary in performing its catering services under this Agreement. Title to all of the preceding shall remain vested in PREMIER;
- l) **Catering.** All catering services shall be delivered from facilities within Century II. Provided the same does not interfere with PREMIER's efficient and timely provision of the catering services to Century II, PREMIER shall be able to use the Century II kitchen equipment for purposes of catering off-premises from Century II ("Off-Premises Catering Services"), with compensation paid to THE CITY as specified in Section 3. PREMIER will meet annually with the CITY to review "Off-Premises Catering services". If, in the reasonable opinion of the CITY, PREMIER's Off-Premises Catering services are interfering with PREMIER's efficient and timely provision of the catering services to Century II as required under this Agreement, then upon receipt of written notice thereof from the CITY, PREMIER shall immediately cease such Off-Premises Catering Services.
- m) **Hours.** PREMIER shall offer Catering services at all times that a reasonable demand for such services exists during such times that Century II is open to the public.
- n) **Prices.** PREMIER shall charge reasonable amounts on a per-person-served basis for food and non-alcoholic beverages, and reasonable amounts on a per bottle, per drink, or

cash-bar basis for alcoholic beverages. Prices charged by PREMIER for the catering services shall be competitive and comparable to similar services in the marketplace. Reasonable gratuities may be added. The Director of Division of Arts and Cultural Services shall have the right to review all prices to be charged by PREMIER for catering services and concession services.

- o) **Access.** Personnel authorized designated by the Director of Division of Arts and Cultural Services shall be permitted to enter the kitchen, concession stands, storage areas, and any other area under control of PREMIER at reasonable hours to examine the same or make repairs (but such right of entry shall not be deemed to impose upon THE CITY any obligation to inspect the facilities used by PREMIER or to make any repairs). The Director of Division of Arts and Cultural Services and authorized representatives, may also have access to these same premises in order to show the premises to potential clients. The Director of Division of Arts and Cultural Services shall have a master key for all premises used by PREMIER to be used in case of emergency. PREMIER shall be promptly notified after any such emergency access.
- p) **Menus.** PREMIER shall offer to groups using Century II a variety of high-quality menu items appropriate for the operation of a first-class convention center. The menu selection shall include a sufficient range of items and prices to attract and satisfy the various types of groups that may desire to use Century II. Copies of all menus and price changes for the catering services must be submitted for review by the Director of Division of Arts and Cultural Services.
- q) **Refuse Removal.** PREMIER's employees, as well as Century II employees, shall remove from the rooms of Century II all garbage and trash resulting from the catering services and shall deposit it in the proper receptacles in the trash storage area of Century II. Any excessive refuse not removed by PREMIER in areas that are providing service will be removed by Century II staff and a charge will be applied to PREMIER.
- r) **Utilities.** CITY is responsible for all utilities including any lines related to the data transmission of credit cards. PREMIER will be responsible for any other phone lines, long distance, and internet directly used by PREMIER.
- s) **Office Provisions.** The CITY will provide the PREMIER's Director of Catering an on-site administrative office in Century II at no additional charge. Telephone, long distance, and Internet are the responsibility of PREMIER. PREMIER and the CITY mutually agree that PREMIER staff may use the Century II copy and fax machine at a rate of \$25.00 per month.

3) COMPENSATION

- a) **Client Contracts.** All PREMIER contracts for catering services will be exclusively between PREMIER and the group to be served, and PREMIER shall receive payment for the catering services directly from the contracting group. The CITY does not guarantee payment from any group using the catering services. Invoices from

PREMIER to the contracting group will have a separate service fee that notes Century II service fee only.

- b) **Percentages due the CITY.** PREMIER shall pay to the CITY the following percentages of Gross Revenues earned by PREMIER for the catering services provided:

Concession sales and beer sales 36%

Food court events, alcohol, candy and vending 20%

Catering services for Century II events 14%

Sub-Contract Sales – 33% of Net monies received from Sub-Contractor

Commissions on specialty items requested by CITY will be determined on a case by case basis.

- c) **Monthly Review.** The CITY and PREMIER agree to review the performance and on-going catering and concessions operations to maximize the customer's experience at Century II. This monthly review will include the compensation schedule, menu offerings, menu pricing and off-premises catering. PREMIER will not unreasonably withhold modifications of menu offerings for either concessions or catering operations. The Parties agree that menu pricing will be reasonably set for new menu offerings. The parties shall negotiate in good faith an increase in the foregoing percentages to compensate the CITY for its reasonable costs and expenses in administering this Agreement and the City's desired financial return derived from this Agreement, but in no event shall the percentages paid ever be less than the amounts set forth above. The City agrees all pricing will be reviewed annually and may be adjusted to compensate any percentage adjustment, but in no event shall the prices be less than the amounts set initially. The CITY will allow increases based on CPI and increases in other costs associated with providing products such as, but not limited to, increases in federal and state minimum hourly wages, taxes, labor, fuel, merchandise, equipment, or otherwise. The CITY will not unreasonably withhold annual price adjustments with appropriated documentation.
- d) **City Pricing.** Notwithstanding the above, PREMIER will give the CITY a 20% discount on catering services provided to an event contracted and paid for by the CITY, and in those instances the CITY will not receive any other compensation from PREMIER.
- e) **Accounting and Payment.** The amounts to be paid to the CITY shall be due and payable by PREMIER on the tenth (10th) day of the month following the month in which the particular catering services are provided, regardless of when PREMIER collects the funds payable for such services. Payment shall be delivered or mailed to the Century II Administrative Office. PREMIER shall include with such payment copies of all relevant contracts for catering services and a monthly financial report prepared by the manager of PREMIER detailing the operations including inventories trends of products sold of the services for the prior month, along with sufficient additional records and evidence to permit the CITY to determine the accuracy of the amount paid. Payment shall be delivered to Century II at its address for notices set forth herein.
- f) **Audit.** PREMIER shall each month during the term of this Agreement provide the CITY

with copies of monthly financial statements. The CITY shall also have the right, at its sole cost and expense, to audit the books and records of PREMIER for any year during the term of this Agreement for the purpose of confirming the amount of compensation due to the CITY under this Agreement. PREMIER shall reimburse the CITY for the cost of such audit if the audit discloses additional compensation of 5% or more owing to the CITY.

- g) **Room Rentals.** The CITY will charge room rental for events catered by PREMIER. PREMIER may not assess any room rental fees. The CITY may charge a setup cost when catering services are not provided to a room, or when catering services are minor in relation to the cost of setting up the room.

4) TERM

- a) **Term.** The term of this catering and concession agreement shall commence on May 14, 2013 and unless sooner terminated as expressly provided herein, end on May 30, 2014. Provided this Agreement has not been earlier terminated and PREMIER is not then in default in the performance of any of its covenants, obligations, or requirements under this Agreement, PREMIER shall have four (4), one-year extension options upon the expiration of the term to be exercised by delivery of written notice of its exercise of such option to the CITY in accordance with the Notices provision set forth herein before ninety (90) days prior to the contract expiration date.
- b) **Terminations by The CITY.** Notwithstanding the above,
 - 1) the CITY shall have the option of terminating this Agreement immediately upon: The sale or transfer of substantially all of the assets of PREMIER, or of a controlling interest in PREMIER, or the merger of PREMIER into another entity or any other dissolution of PREMIER; The sale or transfer by the CITY of its interest in Century II;
 - 2) the City shall have the option of terminating this Agreement with thirty (30) days upon: default by PREMIER as defined in Section 8) DEFAULT of this Agreement or the issuance to PREMIER of any sanitation or food safety citation or notice of violation by KDHE, KDA or other regulatory entity;
 - 3) the CITY shall have the option of terminating this Agreement for convenience upon at ninety (90) days written notice to PREMIER of the CITY's election to terminate this Agreement.
- c) **Termination by PREMIER.** Notwithstanding the above, PREMIER will have the option of terminating this Agreement upon at least ninety (90) days' written notice to the CITY of PREMIER's election to terminate this Agreement.

5) COMPLIANCE WITH LAWS AND REGULATIONS

- a) **Compliance with Laws.** PREMIER shall comply with all relevant laws, ordinances, codes and regulations including but not limited to those relating to health and sanitation, safety, equal employment opportunity, fair labor standards, and the Employees' Retirement and Income Security Act (ERISA). PREMIER shall also comply with City's

policy of nondiscrimination (attached hereto as Exhibit B) and Equal Employment Opportunity and Affirmative Action Program.

- b) **Nondiscrimination.** All areas that are open to the public shall be reasonably available for use and enjoyment by the public without regard to race, color, creed, sex, or national origin, age, handicapped or disability status, or veteran's status.

6) RELATIONSHIP BETWEEN PARTIES; INDEMNIFICATION

- a) **No Joint Venture.** Nothing contained in this Agreement shall be construed as creating a partnership or joint venture of or between PREMIER and the CITY, or as establishing PREMIER as an agent of the CITY; PREMIER's relationship to the CITY under this Agreement is that of an independent contractor with control over its employees, except as may be provided in this agreement. The CITY reserves the right to exercise general supervision and control over all operations in Century II, and the CITY reserves the right to exercise general supervision and control over the provision of the Catering services; and PREMIER has no right or authority to bind the CITY in any manner whatsoever or to incur any obligations or expenses on behalf of the CITY, or for which the CITY could become liable.
- b) **Indemnification by PREMIER.** PREMIER agrees to indemnify, hold harmless, and defend the CITY, and members of the CITY Council and their respective officers, directors, agents, and employees (the "Indemnified Parties") from and against all loss, damage, liability, cost or expense, including, but not limited to, attorneys' fees and court costs, incurred or suffered by or claimed against any of the Indemnified Parties by any person or entity by reason of injury, death, loss, or damages to any person, property or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of PREMIER, its officers, directors, agents or employees.

7) INSURANCE

- a) **Insurance.** PREMIER shall furnish to the CITY a Certificate of Insurance showing coverage for general liability for insurance with contractual liability (broad form) with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) property damage in any one occurrence, and a minimum aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury to or death of one or more persons in any one occurrence. In addition, PREMIER shall furnish a Certificate of Insurance showing workers' compensation coverage with employee's liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident, or such greater amount as law may require. PREMIER'S insurance coverage will include premises operations, products, blanket contractual (broad form), broad form personal injury, including loss of means of support, liquor liability, incidental medicine malpractice, broad form vendors, broad form property damage, and dietitians errors and omissions. The CITY shall be named as an additional insured on all such policies of insurance. PREMIER shall maintain all such policies of insurance, and such other insurance as the CITY shall reasonably require during the term of this Agreement, and all such policies shall provide on the Certificate that the CITY shall be given at least thirty (30) days' prior written notice of the company's intention to cancel such policy. PREMIER shall also

cause increases in the amounts of coverage in such amounts as the CITY may reasonably require. Notwithstanding the above, policies of insurance shall not name the CITY, or insure the CITY, for an amount of coverage in excess of the CITY's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the CITY).

8) DEFAULT

a) **Default by PREMIER.** The occurrence of any of the following shall be an event of default by PREMIER under this Agreement: The filing by PREMIER of a voluntary proceeding under present or future bankruptcy, insolvency or other laws respecting debtors' rights;

The consent by PREMIER of a voluntary proceeding under present or future bankruptcy, insolvency or other laws respecting debtors' rights;

The entering of an order for relief against PREMIER or the appointment of a receiver, trustee or custodian for all or a substantial part of the property or assets of PREMIER in any involuntary proceedings, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days;

PREMIER's failure to pay, when due, any sum of money owed by PREMIER to the CITY pursuant to his Agreement and the continuation of such failure for five (5) days after written notice from the CITY specifying the nature and extent of any such default; or

The failure of PREMIER to perform any non-monetary covenant, obligation or requirement of this Agreement and the continuation of such failure for fifteen (15) days after written notice from the CITY specifying the nature and extent of any such default; or if the CITY determines that the default may be cured, but cannot reasonably be cured within the fifteen (15) day period, the failure to commence curing the default within such fifteen (15) day period, and to diligently continue efforts to complete the cure, but in no event exceeding sixty (60) days after the written notice of default. The time limits to cure a non-monetary default described may be shortened in an emergency to protect against injury to person or property, as the exigencies of the moment may reasonably appear to require.

b) **Remedies.** Upon the occurrence and continuation of any event of default described in Section 8 the CITY may elect one or more of the following remedies:

To pay whatever amount or perform whatever act PREMIER has failed to pay or perform for and on behalf of PREMIER, and PREMIER shall reimburse the CITY immediately upon demand for any sums thus paid and all costs and expenses incurred in connection with the making of such payment or the proper performance of any such act, together with interest on such sum, costs, and expenses at the lesser of (1) the maximum interest rate allowed by Kansas laws or (2) the Prime Rate, as published in The Wall Street Journal plus three (3) percentage points, from the date that such payment is made or such costs and expenses are incurred;

To terminate this Agreement by giving written notice of such termination to PREMIER and this Agreement shall terminate as of the date specified in such notice (which date shall be on or after

the date of the notice of termination), and re-enter and resume possession of the facilities used for the provision of the catering services, in which event all food, beverages, paper products, ice, and other such sundry items and inventory shall become the property of the CITY without cost and title to the preceding shall be deemed to have passed to the CITY to enable it to continue the provision of the catering services required under the Catering Agreement without interruption; and

In addition to the remedies described above, the CITY shall have available to it all other rights and remedies provided in law or in equity. All remedies under this Agreement shall be cumulative and not restrictive of other remedies.

c) **Authority of the CITY Director of Division of Arts and Cultural Services.** The Director of the Division of Arts and Cultural Services acting on behalf of the CITY, shall have authority to answer questions regarding interpretation of this Agreement, including the acceptability and quality of catering services provided by PREMIER.

9) ASSIGNMENT

a) **No Assignment by PREMIER.** PREMIER shall not assign this Agreement or delegate its responsibilities under this Agreement without the prior written consent of the CITY. No assignment or delegation of this Agreement shall relieve PREMIER of its obligations under this Agreement. Subject to the terms of the Catering Agreement, the CITY may assign this Agreement to any entity that owns, leases, or otherwise controls Century II and, upon any such assignment and the assumption of this Agreement by the assignee and notice to PREMIER of such assignment, the CITY shall be relieved of all further liability and obligation arising under this Agreement from and after the date of such transfer.

10) ADA COMPLIANCE.

a) **ADA Accommodations.** PREMIER and the CITY each represent and warrant that they are cognizant of the provisions of the Americans with Disabilities Act of 1990 (ADA) to the extent that such provisions may apply to each party to this Agreement. The CITY represents and warrants that reasonable accommodations have been made (or are in progress) relating to accessibility standards for public facilities and assisted listening devices. PREMIER represents and warrants that it will make reasonable accommodations regarding provisions of the ADA. Each party will agree to indemnify and hold harmless the other party for any liability, penalty, fine, punishment, judgment, or claims, whether civil, administrative or otherwise, which may arise or be imposed in connection with the indemnifying party's failure to comply with provisions of the ADA.

11) EVENT OF CASUALTY.

a) **Notice In Writing.** In the event of casualty on the premises and said premises are damaged or destroyed by a casualty as to become unusable, then the CITY may, if the CITY so elects, give notice in writing terminating this Agreement and any lease(s) issued hereunder upon proper notice.

12) CASH BASIS.

a) **Kansas Budget Law.** It is the intent of the parties that the provisions of this Agreement and any leases issued hereunder are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"), and therefore, notwithstanding anything to the contrary herein or in any lease contained, the CITY's obligations under this Agreement and any lease are to be construed in a manner that assures that the CITY is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, all CITY financial obligations will be subject to the sufficiency of annual appropriations.

13) MISCELLANEOUS

a) **Waiver.** The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by each party.

b) **Parking.** Parking availability and fees are contracted for on a separate form entitled Century II Service Level Parking Agreement. Service level parking is contracted separately and based on availability.

c) **Nondiscrimination.** PREMIER agrees to comply with the requirements of City of Wichita Administrative Regulation on Nondiscrimination and Equal Opportunity Statement.

d) **Severability.** If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

e) **Applicable Law.** This Agreement shall be construed under and shall be governed by the laws of the State of Kansas.

f) **Headings.** Headings of Articles and Sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular Articles or Sections to which they refer.

g) **Notices.** Whenever notice is required or otherwise given pursuant to this Agreement, it shall be given in writing, and either hand-delivered, faxed, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested. Any such notice or other written communication shall be deemed received by the party to whom it is sent (a) on

the day it is received, if hand-delivered or faxed, and (b) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt or five (5) business days after the date of posting by the United State Post Office. For purposes of notices or other written communications, the following addresses shall be used, and may be changed from time to time upon written notice in accordance with this Section:

If to the CITY. Century II Performing Arts & Convention Center, Director of Division of Arts and Cultural Services, 225 W. Douglas, Wichita, Kansas, 67202,
FAX: (316) 858-7464 PHONE: (316) 303-8600

If to PREMIER. PREMIER CATERING, 4430 W 29th Circle South, Wichita, Kansas 67215;
(316) 269-2447; Attention: Joe Hemmelgarn, email: joe@pfskansas.com

h) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the CITY and PREMIER and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties, supersedes all prior understandings and writings between the parties, and may be amended or modified only by a writing signed by the CITY and PREMIER.

i) **Force Majeure.** Neither party shall be liable for any failure to perform non-monetary obligations under this Agreement due to any cause beyond its reasonable control such as war, riots, civil commotion, strikes, labor disputes, embargos, natural disasters, Acts of God, or any other cause or contingency similarly beyond its control.

j) **Exhibits.** All of the exhibits referenced hereinabove are part of the Agreement as if fully set forth herein.

14)AMENDMENTS; BINDING EFFECT.

a) **No Alterations.** This Agreement may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective permitted successors in interest and legal representatives, except as otherwise herein expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

PREMIER FOOD SERVICE INC.
A KANSAS CORPORATION

By _____
Title (Signature)

Joseph J. Hemmelgarn
(Printed Name)

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law

By JWS

EXHIBIT A

GRADES OF FOOD SPECIFICATIONS

Minimum grade requirements for all food used for catering, concession or vending services are as follows:

Beef – USDA Select & Choice
Veal – USDA Select & Choice
Lamb – USDA Prime & Choice
Pork – USDA Inspected & Approved
Provision & Variety Meats – Grade 1 from USDA Government inspected plants.
Poultry – USDA Grade A
Dairy Products – USDA Grade A
Fish & Seafood – Fresh fish or Frozen
Fish - National Distributed brand packed under continuous
Inspection of the U. S. Department of Interior.
Canned Fruits & Juices – USDA Grade A (Fancy)
Fresh Fruit – USDA Number 1
Fresh Vegetables – USDA Fancy or Number 1
Other Grocery Items are to be products that are acceptable through wide usage.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY /AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the CITY, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the CITY, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the CITY of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the CITY of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification",

national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the CITY in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or Agreement and it may be canceled, terminated or suspended in whole or in part by the CITY or its agency; and further Civil Rights complaints, or investigations may be referred to the State; The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subAgreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or Agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Workers Compensation MRI Imaging Services (All Districts)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the contract.

Background: The City of Wichita operates and maintains a self-insured, self administered workers compensation program. For cost containment purposes, Magnetic Resonance Imaging Services (MRI) is one of the functions for which outside contracting is conducted. In 2008, the Staff Screening and Selection Committee selected Heartland Open MRI to provide the City's workers compensation program with MRI services. That contract expires May 31, 2013, and a new Request for Proposal (RFP) was issued in March, 2013.

The RFP was issued through the City's Purchasing division. The RFP requested the vendors to:

- Identify business affiliation with physicians, health care providers and ownership;
- Identify all available service locations and hours of operation;
- Complete the diagnostic scan within 24 hours of receipt of the authorized prescription, except on weekends;
- Either electronically transmit or fax the written diagnostic report to the City and its referring physician within 12 hours of the procedure;
- Provide the firm's experience, time in business and experience of staff members;
- Provide statements of accreditation;
- Provide magnet and software descriptions (quality assessment of equipment);
- Provide a global fee structure in comparison to the Kansas Workers Compensation Schedule of Medical Fees; and
- Identify value added services.

A summary of the Request for Proposal evaluation criteria included:

- Firm experience and expertise based on past projects and their ability to carry out the project;
- Quality of the firm's professional staff assigned to the project commensurate with project needs;
- The firm's examples of work product similar to that being requested;
- The age and strength of each magnet used; and
- Proposed fees.

A bid notice was published in the official newspaper on March 1, 2013, the RFP was placed on the City's e-Procurement web site and notices were mailed to 16 firms. A total of six written proposals were received.

Analysis: Responses to the RFP were evaluated based on the provider's understanding and ability to meet the requirements of the RFP, the firm's ability to meet the City's current and projected service needs, technology, equipment and cost. Following the interviews by the Staff Screening and Selection

Committee, Heartland Open MRI, LLC, dba Allied Medical Imaging, was selected as the best proposal meeting the needs of the City for workers compensation MRI services. The Staff Screening and Selection Committee consisted of eight members from the City Manager's Office, Public Works & Utilities, Police, Law, Fire, and Finance Departments.

Financial Considerations: The term of the contract is for one year with options to renew under the same terms and conditions for four (4) successive one-year terms. Fees are generally 50% less than those published in the Kansas Workers Compensation Schedule of Medical Fees and are itemized individually in the contract. Funding for these services is budgeted in the Self-Insurance Fund.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the contract with Heartland Open MRI, LLC, dba Allied Medical Imaging for one (1) year, followed by four (4) additional one-year options to renew, and authorize the necessary signatures.

Attachments: Contract

CONTRACT

for

MAGNETIC RESONANCE IMAGING SERVICES

THIS CONTRACT entered into this 7th day of May, 2013, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **HEARTLAND OPEN MRI LLC DBA AMI ALLIED MEDICAL IMAGING** (Performance Code Number – 810072-001), 2020 N. Tyler, Suite 114, Wichita, Kansas, 67212-4916, Telephone Number (316) 219-2999 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Magnetic Resonance Imaging Services** (Proposal Number – FP340010) [Commodity Code Number 94897]; and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Proposal Number – FP340010 [Commodity Code Number - 94897], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda, provided by the City of Wichita as part of the proposal letting process for Proposal Number – FP340010, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** the following unit price for **Magnetic Resonance Imaging Services** for Proposal Number – FP340010 [Commodity Code Number - 94897], for the Department of Finance/Risk Management Division of the City of Wichita as shown below as compensation as per the proposal, specifications, plans, and/or addenda of March 1, 2013 and the **CONTRACTOR'S** proposal as approved by the City Council on May 14, 2013.

CITY agrees to pay to **CONTRACTOR** a global fee of the amounts listed below per MRI scan and professional radiology read:

FEE SCHEDULE

MRI without contrast	\$396.00
MRI employment prescreening	\$150.00
MRI with and without contrast	\$530.00
MRA	\$425.00
MR myelograms	\$475.00
Ultrasound studies	\$125.00
Bone densitometry	\$120.00
Mammography	\$120.00
Fluoroscopy	\$ 85.00
Urine analysis	\$ 32.00
Breathe alcohol	\$ 32.00
Pre-employment physicals	\$ 70.00

Billing Terms are net thirty (30) days.

3. **Term.** The term of this contract shall be from **June 1, 2013 through May 31, 2014** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property Damage,
(Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability

\$500,000 each occurrence

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing the contract, the representative of the contractor or CONTRACTOR represents that he or she is duly authorized by the CONTRACTOR to execute this contract, and that the CONTRACTOR has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:


CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

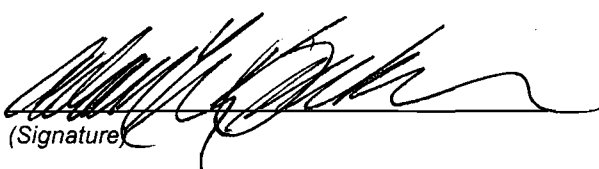
Carl Brewer
Mayor

APPROVED AS TO FORM:

**HEARTLAND OPEN MRI LLC
DBA AMI ALLIED MEDICAL IMAGING**



Gary E. Rebenstorf
Director of Law


(Signature)
ALAN L. BURKE
(Print Name)

MANAGING MEMBER
(Title-Managing Member)

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Mayor and City Council

SUBJECT: Pipeline Relocation on Kellogg from 119th to 151st Streets West (~~District V~~)
(*District IV*)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the increased expenditure.

Background: On July 12, 2011, the City Council approved an agreement between the City and Mid-Continent Market Center, LLC (Mid-Continent) which provided for relocation of a natural gas pipeline, and a building containing valves and measuring instruments, which are owned by Mid-Continent. The agreement specified that Mid-Continent would perform the work and established the basis for reimbursement by the City. The relocation work was required to allow the improvement of West Kellogg to a freeway between 119th and 151st Streets West, including frontage roads to provide access to adjacent businesses.

Analysis: The original estimated cost of the work was \$325,560. Mid-Continent has reported the actual cost to be \$468,037. The increase in actual cost over the original estimate is due to higher than anticipated equipment and construction costs.

Financial Considerations: The original agreement provided that the City would be responsible for 100% of the actual cost. Funding is available in the existing approved Local Sales Tax budget.

Legal Considerations: The Law Department reviewed and approved the reimbursable agreement as to form on July 12, 2011.

Recommendation/Action: It is recommended that the City Council approve the increased expenditure in compliance with the approved contract.

Attachments: Invoice and Reimbursement Agreement.

Agreement No. _____

UTILITY AGREEMENT

Sedgwick County

Dated: _____
City of Wichita Project: 472-84842

General Location: US 54 (Kellogg Ave) @ W 151st Street

THIS AGREEMENT is entered into between the Mayor of the City of Wichita and Mid-Continent Market Center L.L.C. (Company).

WHEREAS, the City proposes a highway improvement project on Highway No. 54 and W 151st Street, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located within West Town Border Station site adjacent to W 151st street and Woodbine Lane as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 17 of this Agreement. The Company prepared Exhibit A, which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. The Company has not included in Exhibit B and shall not charge the City for any expense incurred in relocating those parts of the Company's facilities located on existing highway right-of-way or other public property. Exhibit B is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities") (23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone Mike Jacobs, (316) 268-4235, five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the

23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no monthly progress statement with an amount earned of less than \$50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate natural gas pipelines and appurtenances thereto located within the West Town Border Station to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by Contract. (The Company has furnished the City with evidence that it is not adequately staffed or equipped to perform the work and agrees to comply with 23 C.F.R. 645 Subpart A.)

C. Estimated total cost of work to be accomplished is \$ 325,559.54.

D. The percentage of total actual costs of completed work to be borne by the City is 100 %. Salvage value to be credited to project.

E. Time for Completion of Work: 150 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-84872. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

☒ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

2 day of June 2011.

COMPANY: Mid-Continent Market Center L.L.C.

BY: Michel E Nelson
Michel E. Nelson

TITLE: Senior VP, Natural Gas Pipelines

ATTEST:

Kristy Smith

FEIN # _____

Send checks to: _____

Executed by the CITY this

12 day of July 2011

CITY OF WICHITA

BY: Carl Brewer
Carl Brewer

TITLE: Mayor, City of Wichita

ATTEST:

Karen Sobel



Gary E. Rebenstorf
Gary E. Rebenstorf
Director of Law

2011 - Cost estimate for relocation of Line K-04 West TBS for widening project in Wichita

MCMC AFE#:

	<u>Current Estimate</u>			
	Quantity	Unit Cost	Cost	Total Cost
Project Management				\$ 38,800
Project Engineering			\$ 25,000	
Construction Inspection			\$ 12,000	
Mill Inspection				
X-Ray Inspection			\$ 1,800	
Contract Survey				
Contract Pig Run (Geometry)				
Vehicle Maintenance/Fuel				
Misc Supplies/Equipment				
Material				\$ 202,097
Meter Skid w/ 3" Coreolis Meter	1 ea	\$79,638	\$ 79,638	
RTU Building	1 ea	\$57,088	\$ 57,088	
16" Mainline Yoke Valve Setting	1 ea	\$57,121	\$ 57,121	
6" Pipe & Fittings	1 lot	\$2,500	\$ 2,500	
Additional Site Fencing	1 lot	\$5,500	\$ 5,500	
Miscellaneous Material (Joint Coating, etc.)	1 lot	\$250	\$ 250	
Land				\$ 4,500
ROW Options				
ROW / Damages			\$ -	
Contractor Costs			\$ 1,200	
Sites (Possible Site Extension)			\$ 2,500	
Environmental Permitting			\$ 800	
Construction				\$ 40,000
Mainline Valve Installation, Meter & RTU Bldg				
Installation, Hydro Test & Tie-in		Lump Sum	\$ 40,000	
Contingencies (10%)				\$ 24,660
TOTAL COST				\$ 310,057
Admin & General (5%)				\$ 15,503
TOTAL COST W/A&G				\$ 325,560
FINANCIAL RESPONSIBILITY:				
Reimbursement of 100% of actual costs by City of Wichita				\$ 325,559.54

Estimate prepared by Bryan Harding - PTS
for MCMC (3-30-11)



MID CONTINENT MARKET CENTER

A SUBSIDIARY OF ONEOK PARTNERS

Mail All Checks To:

MID CONTINENT MARKET CENTER, L.L.C.

OEG A/R Group 12-10

P.O. Box 871

Tulsa, OK 74102-0871

TEL: + 918-588-7000

BILL TO:

City of Wichita
Attn: Shawn Mellies
455 N Main St, 7th Floor
Wichita, KS 67202

INVOICE	
Invoice Number:	MCMCPRP04102013001
Invoice Date:	10-APR-13
Due Date:	10-MAY-13
Customer Number:	5804
Page Number:	1 of 1

Description	Project Number	Task Number	Expenditure Type	Qty	Unit Price	Amount
City of Wichita Proj# 472-84842 US 54 (Kellogg Ave) @ W 151st St	043.145.4412.010002	136700	Reimbursements	1.00	468036.92	468036.92
Page Total:						\$468,036.92

Special Instructions	Invoice Total	Amount Due
PLEASE REFERENCE THE INVOICE NO. MCMCPRP04102013001 ON REMITTANCE	\$468,036.92	\$468,036.92

For Inquires Regarding Invoice Please Contact: Kerry Mott 918-588-7649 OKE11235@ONEOK.COM

MID CONTINENT MARKET CENTER, L.L.C.

P.O. Box 871

12th Floor

Tulsa, OK 74102

Wire Instructions: MID CONTINENT MARKET CENTER, L.L.C.

Chase Bank, Tulsa, OK

ABA# : 021000021(Wire) 103000648(ACH)

Account# 632944997

City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Improvements to 135th Street West from Kellogg to Onewood (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budget.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve 135th Street West from Kellogg to Onewood. On February 7, 2012, the City Council approved a design concept and right-of-way acquisition budget. On February 12, 2013, the City Council approved the construction budget. Design work and right-of-way acquisition is complete, with construction projected for summer 2013.

Analysis: The Kansas Department of Transportation (KDOT) submitted Supplemental Agreement No. 1 reflecting a \$10,000 increase in the amount of federal funding available for this project. The agreement was signed by the Mayor on March 20, 2013.

Financial Considerations: The existing approved budget is \$2,190,000, with \$1,150,000 paid by the City, and \$1,040,000 paid by KDOT. With the increase in available federal funding, the City's portion will decrease to \$1,140,000, and \$1,050,000 will be paid by KDOT. The funding source for the City's portion is General Obligation Bonds.

State and Federal funding administered through the KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the revised budget and authorize the necessary signatures. State and Federal funding administered through the KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

Attachments: Supplemental Agreement No. 1.

PROJECT NO. 87 N-0566-01
STP-N-56(601)
GRADING, SURFACING & SEEDING
CITY OF WICHITA, KANSAS

SUPPLEMENTAL AGREEMENT No. 1

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Secretary and the City entered into an Agreement dated November 9, 2012, hereinafter referred to as the "Original Agreement" for grading, surfacing, and seeding on 135th Street, from Kellogg to Auburn Hills, in the City ; and

WHEREAS, the Parties mutually desire to supplement the Original Agreement to reflect a change in federal funding available for the Project.

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree as follows:

1. On page 1 of the Original Agreement, Article I, "THE SECRETARY AGREES," paragraph 2, be replaced in its entirety to read as follows:

2. To reimburse the City for eighty percent (80%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$1,050,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$1,312,500.00 for the Project. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

2. On page 6 of the Original Agreement, Article II, "THE CITY AGREES," paragraph 20, be replaced in its entirety to read as follows:

20. To be responsible for twenty percent (20%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, up to \$1,312,500.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction

Supplemental No. 1 to
Agreement No. 71-12

engineering that exceeds \$1,312,500.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

K. Dea. Sublet 3/14/13 [Signature]
CITY CLERK (Date) MAYOR



APPROVED AS TO FORM

[Signature]
Gary Rebenstorf, Director of Law

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: [Signature] 4/15/13
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer



City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Department of Law/Human Resources

AGENDA: Consent

Recommendation: Approve the contract amendment for the City's Labor Negotiation Consultant.

Background: In 2006, the City entered into a contract with the McAnany, Van Cleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,100 employees and has five agreements with four representative employee groups: IAFF, FOP, SEIU and Teamsters. Currently, the consultant is acting as special counsel in preliminary negotiations with IAFF, SEIU and Teamsters regarding new union contracts. Existing contracts for IAFF, SEIU and Teamsters expire on December 31, 2013. Additionally, the consultant is representing the City in matters filed by the FOP and IAFF pending before the Public Employees Relation Board (PERB).

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in connection with union negotiations. The firm acts as a consultant and advisor on an as needed basis and provides professional services to the City in connection with the negotiation of labor contracts. Based on the high quality services provided by the firm and the continuing nature of the negotiations, it is recommended that the firm be retained to the completion of all matters with which it is involved.

Financial Considerations: The contract amendment is for an amount of \$75,000. The hourly rate and expense items for the legal consultation services are the same as the original contract.

Legal Considerations: The Law Department drafted the proposed amendment to the agreement for Professional Services for the City's Labor Negotiation Consultant and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the contract and authorize the Mayor to sign.

Attachments: Contract.

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and

ATTORNEYS

McANANY, VAN CLEAVE & PHILLIPS

THIS AGREEMENT made and entered into on this ____ day of April, 2013, is an amendment to the Agreement originally executed on July 11, 2006, hereinafter (the "July 2006 Agreement"), and amended on February 13, 2007, April 9, 2007, December 1, 2009, May 25, 2010 and December 28, 2010, by and between the City of Wichita, Kansas (hereinafter the "City") and McAnany, Van Cleave & Phillips (hereinafter the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the July 2006 Agreement, the Attorneys were retained by the City to provide legal services in connection with negotiations and matters related to labor relations;

WHEREAS, the initial amount authorized as compensation for the Attorneys was in the July 2006 Agreement and was for a sum not to exceed \$75,000.00, and the subsequent amendments provided for additional expenditures of \$124,000.00; and

WHEREAS, it has become necessary to amend the July 2006 Agreement to permit additional expenditures of up to \$75,000.00 for negotiations related to labor relations and legal services for matters filed with the Kansas Public Employees Relation Board (PERB).

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

- Paragraph 7 of the July 2006 Agreement is hereby modified and amended to read as follows:

In no event shall the total compensation, including fees and expenses, pursuant to this Agreement exceed the sum of Two Hundred Seventy-Four Thousand Dollars (\$274,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

- In all other respects, the terms and provisions of the July 2006 Agreement, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the July 2006 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

McANANY, VAN CLEAVE & PHILLIPS, P.A.

By  _____
Carl A. Gallagher

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 4 for East Kellogg, Cypress to 127th Street East (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 4.

Background: On December 4, 2007, the City Council approved a design agreement with Parsons Brinckerhoff (PB) to continue the expansion of east Kellogg from Cypress to 127th Street East. Supplemental Agreement No. 1, in the amount of \$451,293, was approved by the City Council on March 2, 2010, and provided additional concept drawings, schematics, traffic simulation models, traffic control plans, and interagency coordination. Supplemental Agreement No. 2, in the amount of \$759,643, was approved by the City Council on September 14, 2010, and provided additional surveying, traffic simulation models and schematics, realignment and other adjustments to arterial streets and the main roadway, drainage improvements, and additional street lighting. Supplemental Agreement No. 3, in the amount of \$1,006,910, was approved by the City Council on April 17, 2012, and provided modification of plans to meet Kansas Department of Transportation (KDOT) standards and formatting requirements, support for right-of-way acquisition, and additional engineering to accommodate recent commercial development, integration of the aesthetic design, incorporation of Intelligent Transportation System (ITS) features, and development of a Transportation Management Plan to manage the impact of traffic in the area during construction.

Analysis: In order to proceed with construction, right-of-way acquisition must be completed first. Additionally, utilities must be relocated and existing structures demolished. As part of the eminent domain process that has now been initiated, additional aerial exhibits, property staking, tract map revisions, design review drawings, and other redesign work to accommodate property development are required. Also, KDOT has requested the incorporation of additional ITS devices near Kellogg/Armour and Kellogg/Kansas Turnpike Authority. Supplemental Agreement No. 4 has been prepared to authorize the additional work.

State/Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

Financial Considerations: The estimated cost of the additional work is \$174,132, bringing the total contract amount to \$9,277,579. On February 5, 2013, the City Council approved a revised budget of \$49,500,000 for right-of-way acquisitions, utility relocation work, and demolition. Funding for Supplemental Agreement No. 4 is available within this budget. The funding source is the Local Sales Tax.

Legal Considerations: The Law Department has reviewed and approved Supplemental Agreement No. 4 as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 4 and authorize the necessary signatures. State/Federal funding administered through KDOT will require standard agreements to be signed throughout the course of the project. Design needs may require the granting of easements, the signing of utility relocation agreements and compensation for the same, and the signing of required permits and compensation for the same.

Attachments: Supplemental Agreement No. 4.

TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 4, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PARSONS BRINCKERHOFF, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 4 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **EAST KELLOGG IMPROVEMENTS (US-54) FROM CYPRESS TO 127TH.**

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the ‘PROJECT’ as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**East Kellogg improvements (US-54) from Cypress to 127th street
(Project no472 84615)**

See Exhibit “A”

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$174,132.17.**

C. Completion

The ENGINEER agrees to compete and deliver the field notes, preliminary and final plans (including final tracings), specification and estimates to the CITY by See **Exhibit “A”;**

Except that the ENGINEER shall not be responsible or held liable for delays occasioned by the action of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this ____ day of _____, 2013.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of law

PARSONS BRINCKERHOFF, INC.

Raja Govindaswamy, PE, Vice President

ATTEST:

Exhibit “A” to Supplement 4-Additional Scope of Services

Project 1: East Kellogg Improvements (US-54) from Cypress to 127th Street

The scope of services as described below are in addition to Exhibit “A” of the Agreement for Professional Services made December 4, 2007 and are in accordance with Section IV. Paragraph B. of that Agreement. Scope replacements are also included, identified as such in the relevant text. Additional services were requested by the City of Wichita Engineering. Sections are outlined as per the original Agreement for Professional Services.

SECTION 1-GENERAL SCOPE OF SERVICES

Construction Packages

Two (2) separate construction packages will be issued as follows:

- East Kellogg (US-54/400)-Webb/KTA Interchange (City of Wichita Project No. 472-85031)
- East Kellogg (US54/400)-Greenwich Interchange (City of Wichita Project No. 472-85032)

Each construction package will be formatted to allow for individual bid lettings including temporary and permanent ties to adjacent construction packages.

SECTION II-SPECIFIC SCOPE DETAILS

Z. RE-DESIGN TO ACCOMMODATE NEW DEVELOPMENT (TASK 2)

Re-design to accommodate properties adjacent to the proposed improvements that occurred after Field Check Plans. This scope of services includes coordination with property owners, review and analyses of development concepts provided by the owners, and re-design and plan updates as described below:

- Re-design effort to accommodate and additional three (3) property re-developments. (Task 2D)

AA. RIGHT-OF-WAY ACQUISITION SUPPORT (TASK 3)

Support the right-of-way acquisition process. This scope of services includes the development of concepts and re-designs to reduce right-of-way impacts, staking of proposed right-of-way for viewing and appraisals, revisions to right-of-way plans, and additional right-of-way exhibits as described below:

- Prepare twenty (20) right-of-way exhibits overlaid on an aerial photo background. (Task 3F)
- Prepare an additional five (5) right-of-way exhibits. (Task 3G)
- Develop up to five (5) design review exhibits to aid in the right-of-way impacts. This scope of services is for review of current geometric considerations, impacts on traffic operations and utility relocations. The scope does not include design adjustments to the current plan or design reports. (Task 3H)
- Stake right-of-way up to an additional twenty (20) properties for viewing purposes only. (Task 3I)

BB. NEW FEDERAL AND STATE TRANSPORTATION REQUIREMENTS (TASK 4)

Replace section BB of Exhibit “A” of the Agreement of Professional Services with the following:

Coordinate and incorporate ITS elements into final plans and contract documents and prepare Transportation Management Plan as described below:

- Coordinate and incorporate ITS components into final plans and contract documents. This scope of services includes coordination with KDOT and their design consultant to incorporate ITS PS &E with the East Kellogg Improvements and development of ITS related site designs for three

electronic “CLOSED” signs to be located along US-54 near Armour Road and the KTA Interchange (Task 4A). This scope of work includes:

- Review of current communications infrastructure and future communications plans to develop an overall communications architecture that will support deployment. This will include review of documentation of the existing fiber optic network and design the fiber optic based communications components for integrating the ITS devices with this network where applicable. Develop fiber optic schematics showing individual fiber splice diagrams and connections between TMC, POP building, and field device cabinet switch. Note on plans where splice closures are to be located. Note on plans SFP modules to be utilized and which switch port they are to be placed in to correspond to individual fibers.
 - It is assumed no wireless communications will be used. If wireless communication is required for these devices, this work will require an amendment to this scope of work. Update the current KDOT Wichita ITS communications architecture schematic with the new devices and IP addresses.
 - Review sites selected for device deployment where power service can be obtained and design power routing to each device. The plans will include an electrical service table defining power requirements to each device.
 - Create plan sheets for inclusion in final plan preparation. These documents will include design plans for each device site as needed with power and communication cable routing, a cable and conduit routing table, quantities, ITS general notes, ITS specifications, and typical ITS details.
- Develop and prepare two (2) Transportation Management Plans (one for each construction project). (Task 4B)

SECTION III-SCHEDULE

In accordance to Section V. Paragraph D. of the Agreement for Professional services made December 4, 2007 and extension is requested. The following schedule represents a revised performance schedule:

The following schedule represents the performance schedule for Section I. East Kellogg (US-54/400)-Webb/KTA Interchange (City of Wichita Project No. 472-83031) of this document.

1. Submit Final Plans on or before July 1, 2013

The following schedule represents the performance schedule for Section I. East Kellogg (US-54/400)-Greenwich Interchange (City of Wichita Project No. 472-85032) of this document.

1. Submit Office Check Plans on or before October 26, 2013
2. Submit Final Plans on or before February 8, 2014

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$35,000 as a full settlement for all claims arising out of an incident occurring on August 24, 2009.

Background: This civil lawsuit asserts claims arising from alleged failure to perform CPR or allow another to perform CPR by a Wichita Police Department Officer. Claimant asserts claims for loss of chance of survival, medical expenses, funeral expenses, and pain and suffering.

Analysis: The claimant has agreed to accept a lump sum payment of \$35,000 as full settlement of all her claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$35,000.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$35,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

Second Reading Ordinances for May 14, 2013 (first read on May 7, 2013)

- A. ZON2013-00002 – City zone change request from LC Limited Commercial (“LC”) to GC General Commercial (“GC”), subject to Protective Overlay (“PO”) PO#273 on property located at the southeast corner of South West Street and 47th Street South. (District IV)**

ORDINANCE NO. 49-492

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section v-c, as adopted by section 28.04.010, as amended.

- B. Abatement of Dangerous and Unsafe Structures. (Districts I, IV and VI)**

ORDINANCE NO. 49-493

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (Building Condemnation-Demolition) under the provision of sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas.

ORDINANCE NO. 49-494

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (Building Emergency Board-up) under the provision of sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas

- C. ZON2013-00003 – City zone change from LC Limited Commercial (“LC”) to GC General Commercial (“GC”); generally located north of Maple Street, on the east side of Sycamore Street. (District IV)**

ORDINANCE NO. 49-495

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section v-c, as adopted by Section 28.04.010, as amended.

D. SUB2013-00003 -- Plat of Davis Moore 15th Addition located on the south side of Kellogg Drive, west of Rock Road. (District II)

ORDINANCE NO. 49-496

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

City of Wichita
City Council Meeting
May 14, 2013

TO: Mayor and City Council

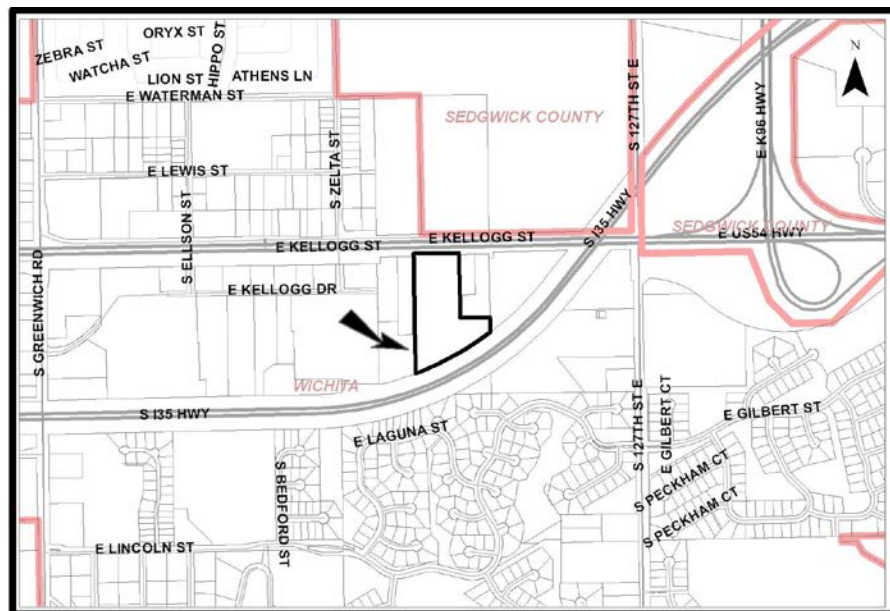
SUBJECT: SUB2013-00007 -- Plat of Absolute Natural Stone Addition located on the south side of Kellogg, west of 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0-1)



Background: The site, consisting of one lot on 10.3 acres, is located within Wichita. A zone change (ZON2012-00005) has been approved from SF-5 Single-family Residential and LC Limited Commercial to GC General Commercial. Protective Overlay #267 was also approved for the site addressing permitted uses, setbacks, landscaping, lighting, noise, and screening.

Analysis: The site has been approved by the City's Environmental Health Department for the use of on-site sanitary sewer facilities. The applicant has submitted a 100 percent Petition and a Certificate of Petitions for paving, water, and future sewer improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property. The applicant has submitted a Cross-lot Drainage Agreement as requested by Stormwater Engineering.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant, Notice of Protective Overlay, Cross-lot Drainage Agreement and Resolution as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

Attachments: Certificate of Petitions.
Restrictive Covenant.
Notice of Protective Overlay.
Cross-lot Drainage Agreement.
Ordinance.
Resolution.

Published in The Wichita Eagle on May 24, 2013

ORDINANCE NO. 49-499

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00005

Zone change request from SF-5 Single-family Residential and LC Limited Commercial to GC General Commercial on property described as:

Absolute Natural Stone Addition, Wichita, Sedgwick County, Kansas.

Generally located on the south side of Kellogg, west of 127th Street East.

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY
DISTRICT #267:**

1. The transfer of title on all or any portion of the land included in the development does not constitute a termination of the PO or any portion thereof, but said PO shall run with the land for development and be binding upon present land owners, their successors and assigns and their lessees unless amended.
2. If multiple ownership is anticipated an owners association agreement providing for the maintenance of reserves, open spaces, internal drives, parking areas, drainage improvements, etc, shall be filed with the plat of the area.
3. Certain development requirements including, but not limited to, drainage, access, easements, and road improvements (including guarantees and dedication of right-of-way) shall be determined at the time platting.
4. Prior to publishing the ordinance making the zone change official, the applicant shall provide a revised PO site plan drawing for review and consideration of approval by the Planning Director. The revised PO site plan drawing shall include all provisions to the approved PO. The site shall be developed and operated in conformance with the approved PO site plan and other applicable regulations unless specifically modified by this PO.
5. The uses allowed within this PO shall be confined to those listed within the parcel descriptions. Any additional uses will require an adjustment or an amendment to this PO. Any cutting of stone shall be done indoors.
6. A 35 foot building setback shall be required along the perimeter of the subject site. No trash receptacles, parking, lighting, outdoor storage or any structure will be allowed in the setbacks. The setbacks will be shown on the PO site plan drawing.

7. Screening per UZC CUP requirements and landscaping per the Landscape Ordinance shall be installed. All existing landscaping located within the 35-foot setbacks shall remain. A landscape prepared by a licensed Kansas Landscape Architect will be submitted for approval prior to issuance of certificate of occupancy and shall comply with the Landscape Ordinance. If all required screening or landscaping is not installed prior to occupancy, a financial guarantee shall be provided for the necessary screening, landscaping and watering equipment. A landscape plan shall include how the landscaping shall be maintained. All planting must be done within a year of approval by the governing body.
8. Up to 20-foot tall (including the base) pole lighting standards are allowed. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. All lights on buildings will be directed down and away from residential development.
9. All trash dumpsters and loading dock areas will have solid screening around them.
10. Roof top mechanical equipment shall be screened from ground level view, per Wichita – Sedgwick County Unified Zoning Code
11. No outside speakers/amplification
12. All off street parking and parking areas shall have a surface in accordance with the Wichita – Sedgwick County Unified Zoning Code.
13. A vehicular and pedestrian circulation plan shall be prepared for review and approval and will include cross lot access.
14. No occupancy permits will be issued until the site is serviced by municipal water and sewer.
15. All proposed new utilities will be installed underground.
16. All drives and access thorough the site will be surfaced per the standards of the City of Wichita. Fire must approve circulation and all fire lanes must remain clear.
17. All buildings/structures must meet City Codes and permitting requirements. All buildings will be of similar materials and design.
18. Signs: All signs must be a monument type as permitted in the General Commercial (“GC”) zoning district. No portable or flashing signs (unless telling the time, temperature or other public messages) shall be permitted on the subject property. No building signs shall be permitted along the face of any building that abuts a residential zoning district. Wall display signs are limited to 25% of the wall area. Each parcel is allowed at least one free standing 170-square foot sign per arterial frontage. No offsite signs, unless approved by the MAPC or the governing body after a review of the proposed sign.
19. All outside storage of sand and dirt shall have three sided walls or fences to prevent the wind from blowing these materials around and from the site.
20. If the Zoning Administrator finds that there is a violation of any of the provisions of the Protective Overlay, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the zoning is null and void.
21. All uses permitted by right in the GC district are permitted.
22. The following development standards shall apply:
 - Maximum Building Height = 35 feet
 - Maximum Coverage = 30%
 - Maximum Gross Floor Area = 35%

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 21st day of May, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

132019

First Published in the Wichita Eagle on May 17, 2013

RESOLUTION NO. 13-081

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90590 (SOUTH OF KELLOGG, WEST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90590 (SOUTH OF KELLOGG, WEST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90590 (south of Kellogg, west of 127th Street East)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seventy-Five Thousand Dollars (\$63,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ABSOLUTE NATURAL STONE ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **per lot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of May, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 17, 2013

RESOLUTION NO. 13-082

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 27, MAIN 13, WAR INDUSTRIES SEWER (SOUTH OF KELLOGG, WEST OF 127TH STREET EAST) 468-84875** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 27, MAIN 13, WAR INDUSTRIES SEWER (SOUTH OF KELLOGG, WEST OF 127TH STREET EAST) 468-84875** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 27, Main 13, War Industries Sewer (south of Kellogg, west of 127th Street East) 468-84875**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty-Three Thousand Dollars (\$33,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ABSOLUTE NATURAL STONE ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **per lot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of May, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on May 17, 2013

RESOLUTION NO. 13-083

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **KELLOGG DRIVE FROM THE NORTHWEST CORNER OF ABSOLUTE NATURAL STONE ADDITION TO THE EAST LINE OF SAID ADDITION, APPROXIMATELY 400 FEET (SOUTH OF KELLOGG, WEST OF 147TH STREET EAST) 472-85098** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **KELLOGG DRIVE FROM THE NORTHWEST CORNER OF ABSOLUTE NATURAL STONE ADDITION TO THE EAST LINE OF SAID ADDITION, APPROXIMATELY 400 FEET (SOUTH OF KELLOGG, WEST OF 147TH STREET EAST) 472-85098** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Kellogg Drive from the northwest corner of Absolute Natural Stone Addition to the east line of said addition, approximately 400 feet (south of Kellogg, west of 147th Street East) 472-85098.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Nine Thousand Dollars (\$109,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ABSOLUTE NATURAL STONE ADDITION
Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **per lot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 14th day of

May, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

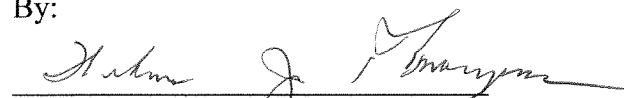
We, Alta Marie Thompson Revocable Trust and Jesri Investment LLC, a Kansas limited liability company, owners of Absolute Natural Stone Addition, do hereby certify that petitions(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Paving Petition
2. Water Distribution System Petition
3. Sanitary Sewer Petition

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Absolute Natural Stone Addition, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

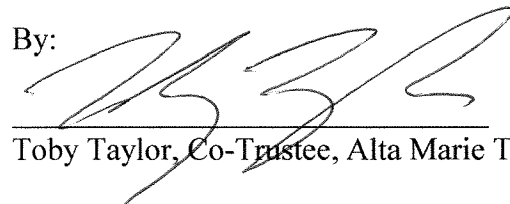
Signed this 5th day of April, 2013

By:



Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust

By:



Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust

By:

Ammar Jesri

Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company

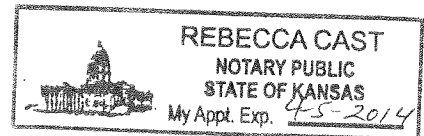
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014



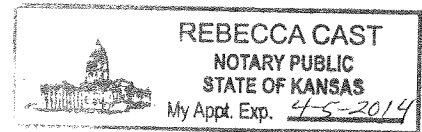
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014



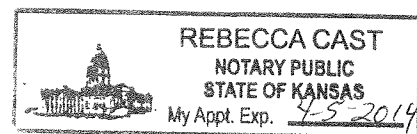
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

Restrictive Covenant

This covenant, executed this 5th day of April, 2013.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Lot 1, Block A, Absolute Natural Stone Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserves.

NOW, THEREFORE, the undersigned do hereby subject Absolute Natural Stone Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

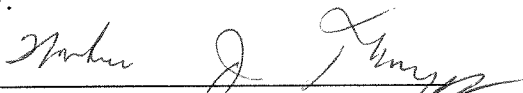
1. The reserves located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
2. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
3. In the event that the undersigned, its successors or assigns, shall fail to maintain the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations, as defined in the Operation and Maintenance Manual, recorded at the Sedgwick County Register of Deeds. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be

established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

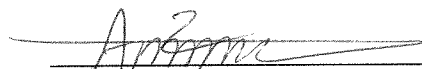
By:


Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust

By:


Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust

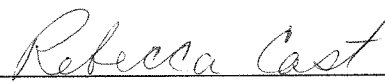
By:


Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company

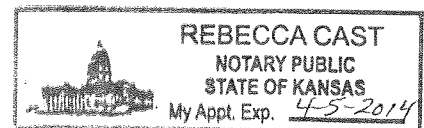
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.


Notary Public

My Commission Expires: 4-5-2014



STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

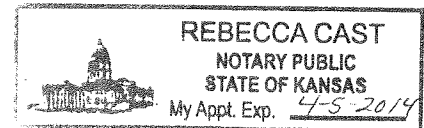
BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

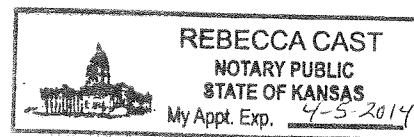


BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

NOTICE OF PROTECTIVE OVERLAY
ABSOLUTE NATURAL STONE ADDITION (PO#267)

THIS NOTICE made this 5th day of April, 2013, by Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust, Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust, and Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company, hereinafter called "Declarant,"

WITNESSETH


WHEREAS, Declarant is the owner of the following described property:

Lot 1, Block A
Absolute Natural Stone Addition, an addition to Wichita, Sedgwick County, Kansas

WHEREAS, Declarant is desirous to file notice that a protective overlay approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved Absolute Natural Stone Addition Protective Overlay #267 has placed restrictions on the use and requirements on the development of the above-described real property. The protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Absolute Natural Stone Addition.

EXECUTED the day and year first written above.

By: 
Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust

By: 
Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust

By: 
Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company

STATE OF KANSAS)
)
SEDGWICK COUNTY) SS

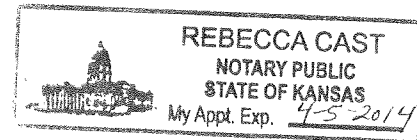
BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014

STATE OF KANSAS)
)
SEDGWICK COUNTY) SS



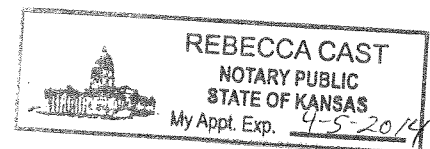
BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014

STATE OF KANSAS)
)
SEDGWICK COUNTY) SS



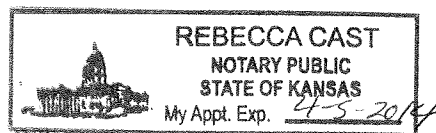
BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law

COPY

CROSS LOT DRAINAGE AGREEMENT

THIS AGREEMENT made 5th day of April, 2013, by Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust; Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust; and Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company, hereinafter referred to as the "Grantor".

WHEREAS the Grantors are the owners of the Following described real estate:

Absolute Natural Stone Addition, Wichita, Sedgwick County, Kansas

WHEREAS, the above described real property is contiguous to and lies directly adjacent to Suburban Equipment Addition and East Kellogg Mini Storage Addition; and

WHEREAS, the Grantors desire to provide a perpetual cross lot drainage agreement over and across Absolute Natural Stone Addition, Wichita, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of the premises:

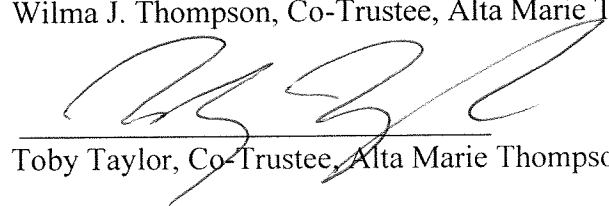
Grantor hereby subjects the above described real property to allow that subject Suburban Equipment Addition and East Kellogg Mini Storage Addition may drain over, under, and across Absolute Natural Stone Addition, Wichita, Sedgwick County, Kansas, as necessary in accordance with a final drainage plan filed with the City of Wichita

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to the above described real property.

By:



Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust



Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust

Ammar
Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company

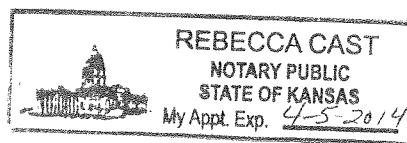
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Wilma J. Thompson, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public

My Commission Expires: 4-5-2014



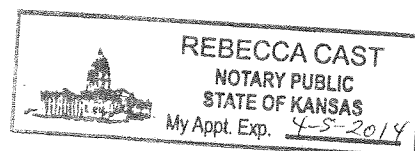
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Toby Taylor, Co-Trustee, Alta Marie Thompson Revocable Trust, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Rebecca Cast
Notary Public


My Commission Expires: 4-5-2014



STATE OF KANSAS)
) SS

BE IT REMEMBERED, that on this 5th day of April, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ammar Jesri, Member, Jesri Investment LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

Rebecca Cast
Notary Public



Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
May 14, 2013**

TO: Wichita Airport Authority

SUBJECT: Midwest Corporate Aviation, Inc.
T-Hangar Lease Supplemental Agreement No. 1
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 1.

Background: Midwest Corporate Aviation, Inc. (MCA) entered into a lease agreement with the Wichita Airport Authority (WAA) on February 5, 2013, to lease and manage T-Hangars 10, 11, 12, and 14 located at Colonel James Jabara Airport.

Analysis: The original agreement requires that MCA's sublessees shall carry at a minimum \$1,000,000, per accident, of auto liability insurance. It is now believed that this requirement is too strict in comparison with competing airports and will be detrimental to business development. MCA is desirous of amending the auto liability insurance requirement by reducing the minimum to \$300,000 per accident.

Financial Considerations: There is no financial impact to the WAA.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY

AND

MIDWEST CORPORATE AVIATION, INC.

for

Use of Land Lease
Colonel James Jabara Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and entered into this May 14, 2013, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and MIDWEST CORPORATE AVIATION, INC. (LESSEE).

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement, dated February 5, 2013 for use of land on Colonel James Jabara Airport; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying certain language of this Agreement:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby agree as follows:

1. LIABILITY INSURANCE

Section 24, 4th paragraph, of the Agreement shall be **replaced** as follows:

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved subleasee, permittee or contractor of the LESSEE commensurate with the type of activity and associated risk levels. At a minimum, any sublessee shall carry aircraft liability and airport premises liability insurance (minimum of \$1,000,000 per occurrence) and automobile liability insurance (minimum of \$300,000 per accident). LESSEE shall require in any approved sublease and/or operating permit with the LESSEE that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S aircraft liability and airport premises liability policy.

2. OTHER TERMS

It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

MIDWEST CORPORATE AVIATION,
INC.

By _____

By _____
Marvin E. Autry, President
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
May 14, 2013

TO: Wichita Airport Authority

SUBJECT: Midwest Corporate Aviation, Inc.
Supplemental Agreement No. 2 – 3510 Jabara Road
Fourth Amendment – 3560 Jabara Road
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement and Fourth Amendment.

Background: On November 14, 1984, the Wichita Airport Authority (WAA) approved an agreement with Midwest Corporate Aviation, Inc. (MCA) to lease land for construction of a 12,000 sq. ft. hangar, commonly known as Hangar 4, located on Colonel James Jabara Airport. Hangar 4 was completed in 1985. Approximately half of the 12,000 sq. ft. hangar is situated on the land lease that was approved by the WAA on May 1, 1983, for the purpose of managing the facilities [Fixed Base Operation (FBO) and terminal, and Hangars 1, 2, and 3].

Analysis: MCA is now desirous of exercising the ten-year renewal option from the original lease that expired on April 30, 2013. In addition, MCA is desirous of removing 9,897 sq. ft. of land from the May 1, 1983, lease and adding the land to the Hangar 4, November 14, 1984, lease. Thus, all of the Hangar 4 land is included in the leasehold.

Financial Considerations: The current lease states the facility rental for Hangar 4 shall be set at 50% of fair market value. Based upon the existing lease terms, a recent appraised value of \$2 per sq. ft., and subsequent negotiations with MCA, the facility rent paid to the WAA shall be \$1 per sq. ft. As a result, the new annual revenue to the WAA is \$12,000. The land rent for Hangar 4 shall continue at the rate schedules previously approved and adopted by the WAA.

Legal Considerations: The Supplemental Agreement and Fourth Amendment have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and Fourth Amendment and authorize the necessary signatures.

Attachments: Supplemental Agreement and Fourth Amendment.

SUPPLEMENTAL AGREEMENT NO. 2

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY

AND

MIDWEST CORPORATE AVIATION, INC.

for

Colonel James Jabara Airport
Hangar 4 - 3510 Jabara Road
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 2, made and entered into this May 14, 2013, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and MIDWEST CORPORATE AVIATION, INC. (LESSEE).

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement, dated November 19, 1984 for use of land on Colonel James Jabara Airport; Supplemental Agreement No. 1, dated December 30, 2003; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 2 for the purpose of identifying facility rent, land rent and modifying Exhibit A:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby agree as follows:

1. PREMISES

Article 1 of the Agreement shall be **replaced** as follows:

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain aggregated real property located at 3510 N. Jabara Road, consisting the north parcel of 9,897 sq. ft. and the south parcel of 20,118 sq. ft.; therefore the combined total of both parcels is 42,015 sq. ft. of land, together referred to herein as the Premises, as outlined on Exhibit "A", attached hereto and made a part hereof that terms of the Agreement shall be set out in Section 2.

2. TERM AND RENEWAL OPTION

The term for the property added to the Premises leasehold shall be determined as follows:

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR the north parcel of the aggregated real property, of 9,897 sq. ft. as outlined on Exhibit "A". This north parcel shall be part of the Premises, from May 1, 2013, with a lease term ending on the same date as that of the south parcel.

Article 3 of the Agreement and Section 1 of the Supplemental Agreement No. 1 shall be amended as follows:

LESSEE hereby exercises the ten-year option, from the original Agreement applied to the extended term established in the Supplemental Agreement, dated December 30, 2003. The term of this ten-year option is effective May 1, 2013 through April 30, 2023. This extension is effective to set the Lease Term for the south parcel of the aggregated real property, consisting of 20,118 sq. ft., as outlined on Exhibit "A".

3. LAND AND FACILITY RENT DURING OPTION TERM

Article 4 of the Agreement and Section 2 of the Supplemental Agreement No. 1 shall be amended as follows:

LESSEE shall pay to LESSOR land rent and facility rent as defined below.

LAND RENT					
9,897 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/01/2013	-	4/30/2023	.07	\$692.79	\$57.73

LAND RENT 20,118 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/01/2013	-	4/30/2014	.1326	\$2,668.35	\$222.36
5/01/2014	-	4/30/2015	.1360	\$2,735.06	\$227.92
5/01/2015	-	4/30/2016	.1393	\$2,803.44	\$233.62
5/01/2016	-	4/30/2017	.1428	\$2,873.52	\$239.46
5/01/2017	-	4/30/2018	.1464	\$2,945.36	\$245.45
5/01/2018	-	4/30/2019	.1501	\$3,018.99	\$251.58
5/01/2019	-	4/30/2020	.1538	\$3,094.47	\$257.87
5/01/2020	-	4/30/2021	.1577	\$3,171.83	\$264.32
5/01/2021	-	4/30/2022	.1616	\$3,251.13	\$270.93
5/01/2022	-	4/30/2023	.1656	\$3,332.40	\$277.70

FACILITY RENT						
12,000 Sq. Ft.						
Years			Rate Per Sq. Ft.	Charged Rate (50%)	Annual	Monthly
5/01/2013	-	4/30/2023	2.00	1.00	\$12,000	\$1,000.00

4. OTHER TERMS

It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

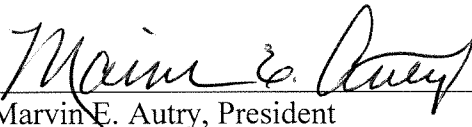
By _____
Carl Brewer, President
"LESSOR"

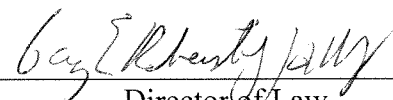
By  _____
Victor D. White, Director of Airports

ATTEST:

MIDWEST CORPORATE AVIATION,
INC.

By  _____

By  _____
Marvin E. Autry, President
"LESSEE"

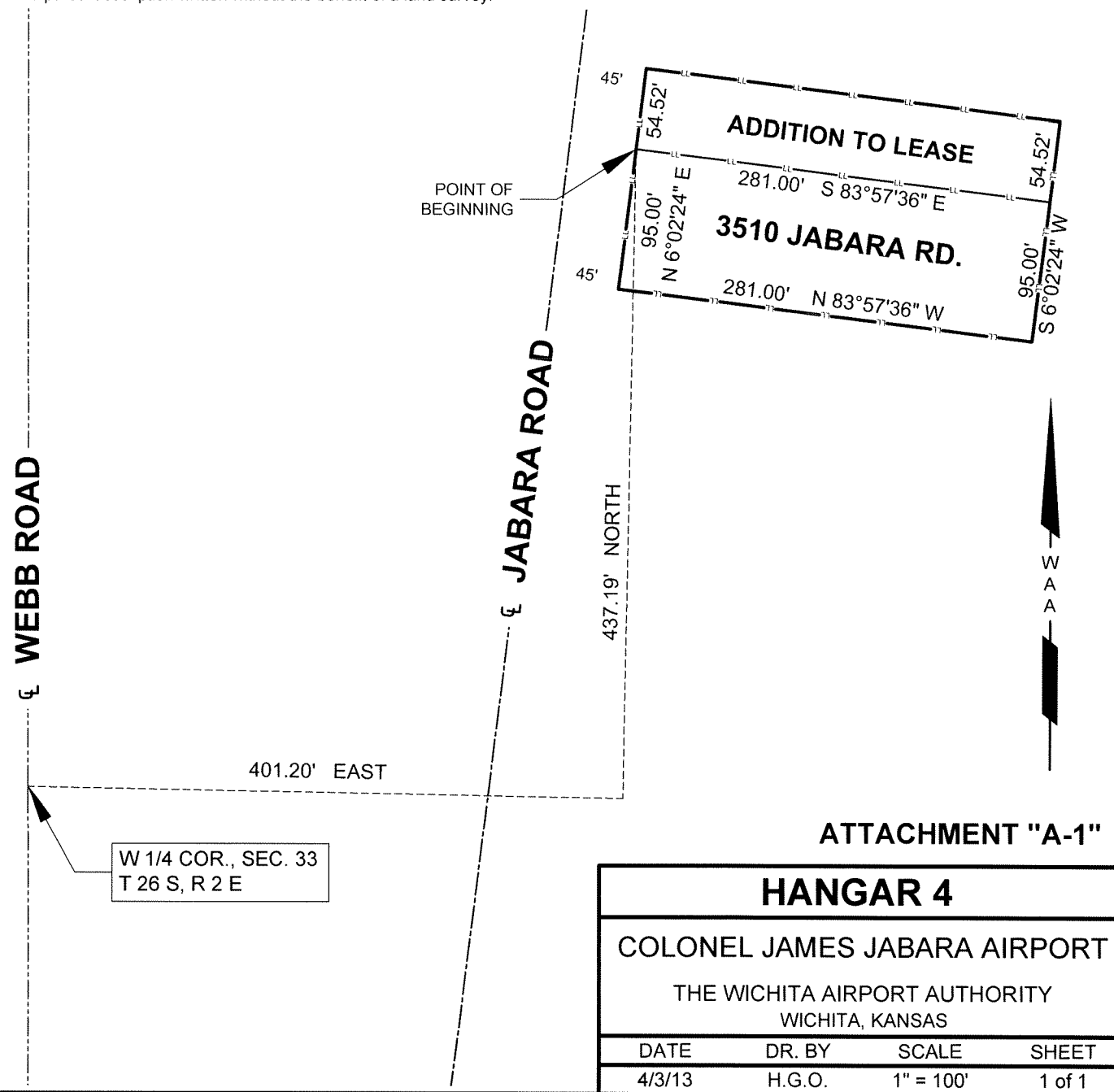
APPROVED AS TO FORM:  _____ Date: 4-24-13
Director of Law

(North Half Parcel)

Beginning at a point 401.20 feet east and 437.19 feet north of the west 1/4 corner, Section 33, Township 26 South, Range 2 East of the 6th Principal Meridian; thence bearing S 83° 57' 36" E a distance of 281.00 feet; thence bearing N 6° 02' 24" E a distance of 550.00 feet; thence bearing N 83° 57' 36" W a distance of 281.00 feet; thence bearing S 6° 02' 24" W a distance of 550.00 feet to the point of beginning. Said description commonly referred to as Tract 3560 Jabara containing 154,550 Sq. Ft.

Beginning at a point 401.20 feet east and 437.19 feet north of the west 1/4 corner, Section 33, Township 26 South, Range 2 East of the 6th Principal Meridian; thence bearing S 83° 57' 36" E a distance of 281.00 feet; thence bearing S 6° 02' 24" W a distance of 95.00 feet; thence bearing N 83° 57' 36" W a distance of 281.00 feet; thence bearing N 6° 02' 24" E a distance of 95.00 feet to the point of beginning.
Containing 26,695 square feet plus or minus.

Said parcel description written without the benefit of a land survey.

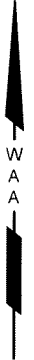


JABARA ROAD



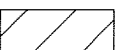
HANGAR 3
3520 JABARA ROAD

HANGAR 4
3510 JABARA ROAD

HANGAR 5
3420 JABARA ROAD



LEGEND

	3510 LEASE FROM 1984 (LESS BUILDING FOOTPRINT)	20,118.23 sq.ft.
	3560 LEASE FROM 1983 (LESS BUILDING FOOTPRINT)	9,896.63 sq.ft.
	3510 BUILDING FOOTPRINT	12,000.00 sq.ft.

Said square feet measured without the benefit of a land survey.

ATTACHMENT "A-2"

HANGAR 4

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/3/13	H.G.O.	1" = 50'	1 of 1

FOURTH AMENDMENT
BY AND BETWEEN
THE WICHITA AIRPORT AUTHORITY
AND
MIDWEST CORPORATE AVIATION, INC.

for

Use of Land Lease
Colonel James Jabara Airport
3560 Jabara Road
Wichita, Kansas

THIS FOURTH AMENDMENT made and entered into this May 14, 2013, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (AUTHORITY) and MIDWEST CORPORATE AVIATION, INC. (TENANT).

WITNESSETH:

WHEREAS, the parties previously entered into a Lease dated May 1, 1983 for use of land on Colonel James Jabara Airport; Amendment to the 1983 Lease, dated March 15, 1992; Second Amendment, dated October 22, 2002; and Third Amendment, dated August 28, 2012; and

WHEREAS, the AUTHORITY and TENANT now wish to enter into this Fourth Amendment for the purpose of modifying the Leasehold Premises:

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. PREMISES

Schedule 1 of the Lease, dated May 1, 1983 shall be **replaced** with the attached "A-1" and "A-2":

Both descriptive language and figures presented on attachments "A-1" and "A-2" are effective.

2. LAND AND FACILITY RENT DURING FIRST OPTION TERM

Section 2 of the Third Amendment, dated August 28, 2012 shall be **replaced** as follows:

FACILITY RENT FBO/Terminal 4,022 Sq. Ft.						
Years			Rate Per Sq. Ft.	Charged Rate (50%)	Annual	Monthly
8/01/2012	-	4/30/2018	6.00	3.00	\$12,066.00	\$1,005.50

FACILITY RENT Hangar Offices, Hangar 1 and Hangar 2 24,022 Sq. Ft.						
Years			Rate Per Sq. Ft.	Charged Rate (50%)	Annual	Monthly
8/01/2012	-	4/30/2018	3.00	1.50	\$36,033.00	\$3,002.75

LAND RENT (Less building foot print - FBO/Terminal, Hangar Office, Hangar 1 and Hangar 2) 128,619 Sq. Ft.						
Years			Rate Per Sq. Ft.	Annual	Monthly	
8/01/2012	-	4/30/2013	.065	\$8,360.24	\$ 696.69	

FACILITY RENT Hangar 3 14,000 Sq. Ft.						
Years			Rate Per Sq. Ft.	Charged Rate (50%)	Annual	Monthly
5/01/2013	-	4/30/2018	3.00	1.50	\$21,000.00	\$1,750.00

LAND RENT (Less building foot print - FBO/Terminal, Hangar Office, Hangar 1, Hangar 2 and Hangar 3) 104,722 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/01/2013	-	12/31/2013	.07	\$7,330.54	\$ 610.88

FACILITY RENT FBO Addition 1,174.25 Sq. Ft.						
Years			Rate Per Sq. Ft.	Charged Rate (100%)	Annual	Monthly
1/01/2014	-	4/30/2018	6.00	6.00	\$7,045.50	\$ 587.13

LAND RENT (Less building foot print - FBO/terminal, Hangar Office, Hangar 1, Hangar 2, Hangar 3 and FBO Addition) 103,548 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
1/01/2014	-	4/30/2018	.07	\$7,248.36	\$ 604.03

LAND RENT Parking Lot Expansion 2,560 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/01/2012	-	4/30/2013	.1294	\$ 331.26	\$ 27.61
5/01/2013	-	4/30/2014	.1326	\$ 339.46	\$ 28.29
5/01/2014	-	4/30/2015	.1359	\$ 347.90	\$ 28.99
5/01/2015	-	4/30/2016	.1393	\$ 356.61	\$ 29.72
5/01/2016	-	4/30/2017	.1428	\$ 365.57	\$ 30.46
5/01/2017	-	4/30/2018	.1464	\$ 374.78	\$ 31.23

3. OTHER TERMS

It is understood and agreed that except as modified herein all other terms and conditions of the original Lease, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

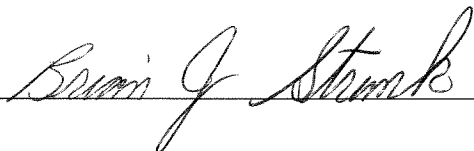
By _____
Karen Sublett, City Clerk

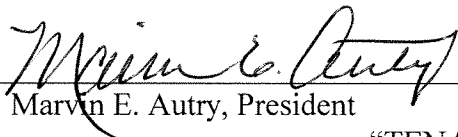
By _____
Carl Brewer, President
"AUTHORITY"

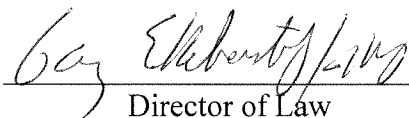
By  _____
Victor D. White, Director of Airports

ATTEST:

MIDWEST CORPORATE AVIATION, INC.

By  _____

By  _____
Marvin E. Autry, President
"TENANT"

APPROVED AS TO FORM:  _____ Date: 4-24-13
Director of Law

ADJUSTMENT MADE TO FBO LEASE OF 1/27/83

Parcel as described in that Lease agreement of 1/27/1983 as Exhibit "A" to Midwest Corporate Aviation, Inc. , more particularly described as follows:

Beginning at a point 401.20 feet east and 437.19 feet north of the west 1/4 corner, Section 33, Township 26 South, Range 2 East of the 6th Principal Meridian; thence bearing S 83° 57' 36" E a distance of 281.00 feet; thence bearing N 6° 02' 24" E a distance of 550.00 feet; thence bearing N 83° 57' 36" W a distance of 281.00 feet; thence bearing S 6° 02' 24" W a distance of 550.00 feet to the point of beginning. Said description commonly referred to as Tract 3560 Jabara containing 154,550 Sq. Ft.

Except the south 54.52 feet.

Together with a parcel known as "Midwest Corporate Aviation Parking Extension" of 9/30/02, more particularly described as follows:

Beginning at a point 538.62 feet east and 975.72 feet north of the west 1/4 corner, Section 33, Township 26 South, Range 2 East of the 6th Principal Meridian; thence bearing S 83° 57' 36" E a distance of 160.00 feet; thence bearing N 6° 02' 24" E a distance of 16.00 feet; thence bearing N 83° 57' 36" W a distance of 160.00 feet; thence bearing S 6° 02' 24" W a distance of 16.00 feet to the point of beginning. Containing 2,560 Sq. Ft.

New parcel to be known as 3560 Jabara Road, now containing 141,790 Sq. Ft. plus or minus.

Said parcel description written without the benefit of a land survey.

WEBB ROAD

JABARA ROAD

POINT OF BEGINNING

POINT OF BEGINNING

3560 JABARA RD.

EXCEPTION

ATTACHMENT "A-1"

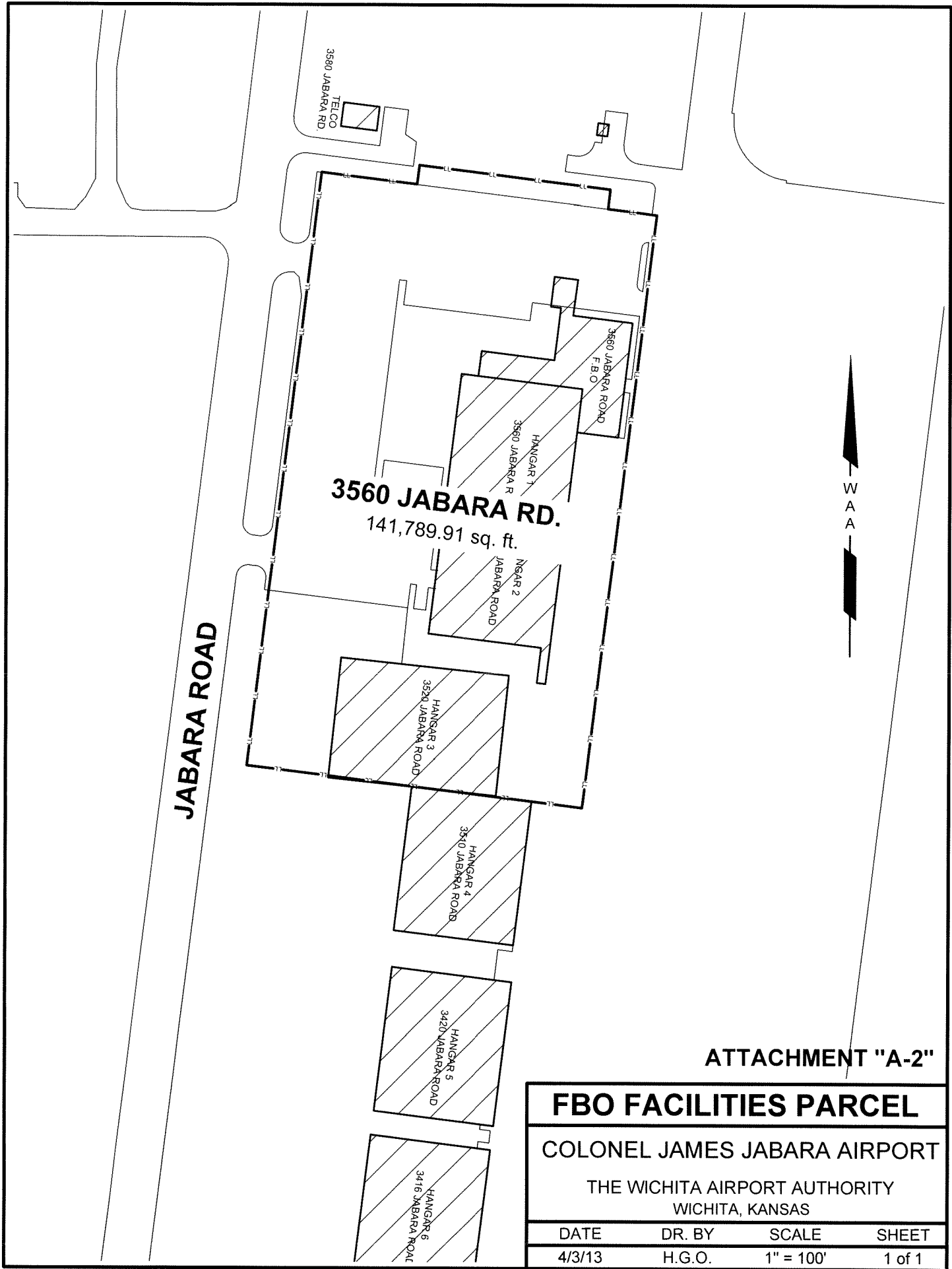
W 1/4 COR., SEC. 33
T 26 S, R 2 E

FBO FACILITIES

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/3/13	H.G.O.	1" = 120'	1 of 1



Wichita, Kansas
May 13, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated May 6, 2013, were read and on motion approved.

Bids were opened May 10, 2013, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: South Maintenance Yard Paving & Drainage Improvements.

Bids rejected

The Purchasing Division recommended that the contracts be rejected as outlined above, same being the lowest and best bid.

On motion the Board of Bids recommended that the contracts be rejected as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: May 13, 2013

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS
May 3, 2013

South Maintenance Yard Paving and Drainage Improvements – Wichita Airport Authority/Engineering Division
(ALL BIDS REJECTED)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

A handwritten signature in black ink, appearing to read "Melinda A. Walker".

Melinda A. Walker
Purchasing Manager

**ep.wichita.gov****Bid Results****Registration Solicitations Document Inquiry Login Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation: FB340077 S. Maint Yard Paving &
Drainage Imprvmnts****Close Date/Time: 5/10/2013 10:00 AM CST****Solicitation Type: Formal Bid****[Return to the Bid List](#)****Award Method: Aggregate Cost****Department: Airport Engineering****Responses: 2**

Vendors	Complete	Bid Total	City Comments
<u>CORNEJO & SONS LLC</u>	Partial	\$2,104,543.58	Reject All Bids 5-14-13 Wichita Airport Authority/Engineering Division
<u>DONDLINGER & SONS CONSTRUCTION CO INC</u>	Partial	\$2,528,294.00	

NO BIDS WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)